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BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

MARC SPITZER, Chairman
WILLIAM A. MUNDELL
JEFF HATCH-MILLER
MIKE GLEASON
KRISTIN K. MAYES

IN THE MATTER OF THE APPLICATION OF ACCIPITER COMMUNICATIONS, INC. TO EXTEND ITS CERTIFICATE OF CONVENIENCE AND NECESSITY IN MARICOPA COUNTY

DOCKET NO. T-02847A-02-0641

NOTICE OF FILING LATE-FILED EXHIBITS A-7, A-8 AND A-9

At the hearing held October 21, 2004, in this docket, Applicant Accipiter Communications, Inc., ("Accipiter" or the "Company") requested permission from the administrative law judge ("ALJ") to late-file exhibits with proposed language to address Accipiter's requests: (i) to include the new Accipiter exchange (comprised of the requested extension area) in the existing extended area service ("EAS") agreement between Accipiter and Qwest Corporation so that future customers who will reside within the new Accipiter exchange will have the benefits of EAS with the Phoenix metropolitan calling area, and vice versa; and (ii) to include the new Accipiter exchange area in Accipiter's Eligible Telecommunications Carrier-designated area. In addition, the ALJ requested that Accipiter file copies of documents regarding easement agreements between Shea Sunbelt Pleasant Point, LLC, the developer of the Vistancia master-planned development, and Vistancia Communications, L.L.C. Accordingly, attached hereto are the following late-filed exhibits:

Exhibit A-7 Vistancia Communications easement agreements;

Exhibit A-8 Proposed language approving the inclusion of the new Accipiter exchange in Accipiter's existing EAS agreement with Qwest Corporation; and

Exhibit A-9 Proposed language approving the inclusion of new Accipiter exchange area in Accipiter's existing ETC-designated area.

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L.L.P.
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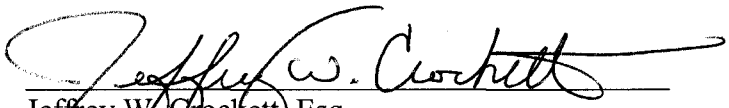
One Arizona Center, 400 E. Van Buren
Phoenix, Arizona 85004-2202
(602) 382-6000

Utilities Division Staff has reviewed the language attached as Exhibits A-8 and A-9 and does not object to the language.

RESPECTFULLY submitted this 5th day of November, 2004.

SNELL & WILMER



Jeffrey W. Crockett, Esq.
One Arizona Center
Phoenix, Arizona 85004-2202
Attorneys for Accipiter Communications, Inc.

ORIGINAL and thirteen (13) copies
filed with Docket Control this 5th
day of November, 2004.

A COPY of the foregoing was
hand-delivered this 5th day of
November, 2004, to:

Dwight D. Nodes
Assistant Chief Administrative Law Judge
Hearing Division
ARIZONA CORPORATION COMMISSION
1200 West Washington Street
Phoenix, Arizona 85007

Maureen Scott, Staff Attorney
Legal Division
ARIZONA CORPORATION COMMISSION
1200 West Washington Street
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Ernest Johnson, Director
Utilities Division
ARIZONA CORPORATION COMMISSION
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COPY mailed this 5th day of November, 2004, to:

Timothy Berg
FENNEMORE CRAIG, P.C.
3003 North Central Ave., Suite 2600
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EXHIBIT A-7

COMMON SERVICES EASEMENTS AND RESTRICTIONS

JUNE 10, 2003

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20030837106 06/27/2003 11:02
851-81-1-1--
ELECTRONIC RECORDING

WHEN RECORDED RETURN TO:

Shea Sunbelt Pleasant Point, LLC
6720 N. Scottsdale Road
Suite 160
Scottsdale, AZ 85253-4424
Attention: Curtis E. Smith

COMMON SERVICES EASEMENTS AND RESTRICTIONS

"Effective Date":	June 10, 2003	
"Grantor":	Corporate/Company Name:	Shea Sunbelt Pleasant Point, LLC, a Delaware limited liability company
	State of Organization:	Delaware
	Address:	6720 North Scottsdale Road Suite 160 Scottsdale, Arizona 85253-4424
"Grantee":	Company Name:	Vistancia Communications, L.L.C., an Arizona limited liability company
	State of Organization:	Arizona
	Address:	6720 North Scottsdale Road Suite 160 Scottsdale, Arizona 85253-4424

THIS COMMON SERVICES EASEMENTS AND RESTRICTIONS (this "Easement") is made and entered into on the Effective Date by and among Grantor and Grantee. Capitalized terms not otherwise defined in this Easement shall have the meanings ascribed to them in Appendix A attached hereto and by this reference

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incorporated in this Easement. The terms or phrases "Effective Date", "Grantor" and "Grantee" shall have the meanings ascribed to them above.

ARTICLE I - RECITALS

Section 1.01 WHEREAS, Grantor is, and at all relevant times has been, the fee simple title owner of the Development.

Section 1.02 WHEREAS, Grantor wishes to grant to Grantee the perpetual and exclusive private easements set forth below, subject only to the terms and limitations of this Easement.

Section 1.03 WHEREAS, Grantor represents and warrants to Grantee that Grantor is, and at all relevant times has been, the true and lawful owner of the Development; and, that Grantor has the full right and power to grant and convey the rights set forth in this Easement.

Section 1.04 WHEREAS, Grantee desires the private and personal grant of an In Gross Easement over and across the Development, privately and personally vesting in Grantee the exclusive and perpetual right to identify and privately contract with Communication Service Providers for the provision of Communication Services within the Development and the installation and maintenance of Facilities related thereto.

Section 1.05 WHEREAS, Grantee desires the private and personal grant of a Service Easement over and across designated portions of the Development, privately and personally vesting in Grantee the exclusive and perpetual right to privately contract for the establishment of Facilities within the Service Easement Area.

Section 1.06 WHEREAS, the Plats to be recorded by Grantor with respect to the Development shall designate the Service Easement Area for the Service Easement as "Multi-Use Easements (M.U.E.)."

Section 1.07 WHEREAS, Grantee shall cause, by virtue of private contracts, extensive improvements to be made to and within the Development for the Mandatory Communication Services, which improvements shall be situated on, over, under and across the Service Easement Area and make available the Mandatory Communication Services within the Development.

Section 1.08 WHEREAS, certain Communication Service Providers have developed expertise in providing Communication Services to their customers, which expertise are currently and on a continuing basis being employed to develop superior, novel and cost competitive Communication Services.

Section 1.09 WHEREAS, to the extent technologically feasible, Grantor desires to have Advanced Telecommunications Capabilities, and bundled services and billing, available at the Development.

Section 1.10 WHEREAS, Grantor and Grantee anticipate continued deregulation of electricity, water and gas, as well as other utilities (such as those related to the Communication Services), which deregulation facilitates individual users having the ability to aggregate and negotiate discounted Communication Services charges.

THIS INDENTURE WITNESSETH, that in consideration of ten dollars ($10.00), the mutual covenants contained in this Easement and other good and valuable consideration, the receipt and sufficiency of which are by this Easement acknowledged, the Parties to this Easement agree as follows:

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ARTICLE II - ARTICLE II - EASEMENT

Section 2.01 **Grant of In Gross Easement**. Grantor hereby declares, creates, transfers, assigns, grants and conveys unto Grantee, its grantees, licensees, lessees, franchisees, successors and assigns, an exclusive and perpetual right, privilege and easement over, upon, under, in, through and across the In Gross Easement Area for the limited purpose of identifying and contracting, in Grantee's sole and complete discretion, with any and all of the Communication Service Providers allowed to provide or otherwise make available Facilities and Communication Services for the Development and within the In Gross Easement Area ("In Gross Easement"). Grantee shall have the exclusive right to identify and contract with Communication Service Providers to provide or make available Communication Services to the Development within the In Gross Easement Area. This grant shall not entitle Grantee to install, repair or relocate Facilities within the In Gross Easement Area, except in the Service Easement Area. The Owners, Vistancia Maintenance Corporation and each Association shall be entitled to construct or otherwise erect barriers or other temporary or permanent obstructions or structures as provided in Section 2.04 hereof. Grantor and its grantees, licensees, lessees, franchisees, successors and assigns agree that no barriers or competing Facilities or other obstructions, permanent or temporary, of any form shall be placed or erected or permitted within the In Gross Easement Area so as to impair or lessen or compromise, in any fashion, directly or indirectly, Grantee's exclusive and perpetual In Gross Easement and rights affiliated with such In Gross Easement. The In Gross Easement is intended, and shall be, for the exclusive, private and personal benefit of Grantee and its grantees, licensees, lessees, franchisees, successors and assigns who have been identified by and contracted with Grantee to provide Communication Services within the Development pursuant to this Easement. The In Gross Easement may not and shall not be impaired, limited, lessened or transferred, sold or granted, in any fashion by Grantor or its grantees, licensees, lessees, franchisees, successors or assigns. Grantor hereby relinquishes and is prohibited from, without limitation, granting any rights, permits, licenses, rights-of-way or easements over the In Gross Easement Area to any Person, directly or indirectly, or through an intermediary or series of intermediaries or third parties, which would permit or otherwise allow the establishment of any Communication Services or Facilities for Communication Services on, over, under or across the In Gross Easement Area (collectively, "Prohibited In Gross Easement Transfers"). Grantor and its grantees, licensees, lessees, franchisees, successors and assigns shall be divested of any and all authority to declare, create, transfer, assign, grant or otherwise convey any Prohibited In Gross Easement Transfers, except as provided in Section 2.08, Section 2.09 and Section 2.10 hereof. The In Gross Easement is intended, and shall, "run with the land" and be binding upon Grantor and its grantees, licensees, lessees, franchisees, successors, and assigns, including, without limitation, any Owner, each Association, Vistancia Maintenance Corporation and their respective heirs, executors, administrators, legal representatives, grantees, licensees, lessees, franchisees, successors and assigns. Any title to or interest in the In Gross Easement Area shall reflect this In Gross Easement; provided, however, that any failure to so reflect or refer to this In Gross Easement in any deed or other instrument of conveyance shall not invalidate or in any way affect or impair this In Gross Easement.

Section 2.02 **Grant of Service Easement**. Grantor hereby declares, creates, transfers, assigns, grants and conveys unto Grantee, its grantees, licensees, lessees, franchisees, successors and assigns, an exclusive and perpetual right, privilege and easement over, upon, under and across the Service Easement Area, and subject to Section 2.13 hereof (a) to construct, lay, install, own, operate, lease, license, franchise, alienate, assign, modify, alter, supplement, inspect, maintain, repair, reconstruct, replace, remove, relocate, expand or otherwise service in the Service Easement Area any and all necessary or desirable Facilities of any type used to provide or make available any Communication Services within the Development, (b) to excavate and perform any necessary or desirable work upon and under the surface of the Service Easement Area as and when required to make available Communication Services or service the Facilities in the Development, and (c) to create and provide ingress and egress to and from the Service Easement Area at any time (collectively, (a), (b) and (c) shall constitute the "Service Easement"). The Service Easement is intended, and shall be, for the exclusive private and personal benefit of Grantee and its grantees, licensees, lessees, franchisees, successors and assigns who have been identified by and contracted with Grantee to provide Communication Services within the Development pursuant to

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this Easement. Grantor covenants and agrees that no barriers or competing Facilities or other obstructions, permanent or temporary, of any form shall be placed or erected or permitted within the Service Easement Area so as to impair or lessen or compromise, in any fashion, directly or indirectly, Grantee's exclusive and perpetual easement and private right to exclusively and perpetually identify, or contract with, third parties that shall own and operate Facilities on, over, under and across the Service Easement Area to provide Communication Services within the Development, in Grantee's sole and absolute discretion. The Service Easement is intended, and shall be, for the exclusive, private and personal benefit of Grantee and its grantees, licensees, lessees, franchisees, successors and assigns who have been identified by and contracted with Grantee to provide Communication Services within the Development pursuant to this Easement. The Service Easement may not and shall not be further impaired, limited, lessened or transferred, sold or granted, in any fashion, directly or indirectly, by Grantor or its grantees, licensees, lessees, franchisees, successors or assigns. Grantor and its grantees, licensees, lessees, franchisees, successors or assigns hereby relinquish and are prohibited from, without limitation, granting rights, permits, licenses, rights-of-way and easements over the Service Easement Area to any Person, directly or indirectly, or through an intermediary or series of intermediaries or third party(s), which would permit the establishment of any Communication Services or Facilities for Communication Services on, over, under or across the Service Easement Area (collectively "Prohibited Service Easement Transfers"). Grantor and its grantees, licensees, lessees, franchisees, successors or assigns shall be divested of any and all authority to declare, create, transfer, assign, grant or convey any Prohibited Service Easement Transfers, except as provided in Section 2.08, Section 2.09 and Section 2.10 hereof. The Service Easement is intended, and shall, "run with the land" and be binding upon Grantor and its grantees, licensees, lessees, franchisees, successors, and assigns, including, without limitation, any Owner, Vistancia Maintenance Corporation, each Association and their respective heirs, executors, administrators, legal representatives, grantees, licensees, lessees, franchisees, mortgagees, successors and assigns. Any title or interest in the Service Easement Area shall reflect this Service Easement; provided, however, that any failure to so reflect or refer to this Service Easement in any deed or other instrument of conveyance shall not invalidate or in any way affect or impair this Service Easement.

Section 2.03 **Use of Easement**. The Combined Easement shall be for the private, personal, exclusive and perpetual use and benefit of Grantee and its grantees, licensees, lessees, franchisees, successors and assigns who have been identified and contracted with Grantee to own, install, repair, relocate, expand, or otherwise service the Facilities used by Communication Service Providers in providing Communication Services to the Development in accordance with this Easement. Grantor agrees and stipulates that, due to the private, personal and exclusive nature of the grant conveyed in this Easement, no other Communication Services use of the Combined Easement Area shall be made by any Person, including Grantor and its grantees, licensees, lessees, franchisees, successors or assigns.

Section 2.04 **Owner and Association Improvements**. The Owners and their successors in interest, shall be entitled to place such temporary or permanent barriers or other permanent obstructions and structures within the Owner Improvement Area as the Owner desires, from time to time, except as prohibited by this Easement, by any or all of the Declarations, or by applicable law. Each Association and its successors in interest shall be entitled to construct or otherwise erect barriers or other temporary or permanent obstructions or structures in the Common Areas (as defined in the Declaration establishing such Association); each other homeowners' or property owners' association established pursuant to a Declaration, and its successors in interest, shall be entitled to construct or otherwise erect barriers or other temporary or permanent obstructions or structures in the common areas for which such association is responsible pursuant to the Declaration establishing such association; and, Vistancia Maintenance Corporation and its successors in interest shall be entitled to construct or otherwise erect barriers or other temporary or permanent obstructions or structures in the Community Common Areas (as defined in the Master Declaration), except as any of the foregoing may be prohibited by this Easement, by any or all of the Declarations, or by applicable law. Notwithstanding the foregoing, no barriers or other temporary or permanent obstructions or structures shall be placed in the Service Easement Area by any Owner, Vistancia Maintenance

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Corporation, any Association, any other homeowners' or property owners' association established pursuant to a Declaration, or any of their respective successors in interest.

Section 2.05 **Reservation of Right to Use**. Grantor hereby declares, creates, transfers, assigns, grants and conveys to Grantee and its grantees, licensees, lessees, franchisees, the private, personal and exclusive right to use, temporarily, additional space located within the In Gross Easement Area and outside of the Service Easement Area and outside of the boundaries of residential lots contained on the Plats and outside of any building or other structure located within the In Gross Easement Area, when such additional space is reasonably available and necessary from time to time for ingress and egress across adjacent real estate outside of the Service Easement Area but within the In Gross Easement Area, which use shall be restricted to the purposes of access to and use or improvement of the Service Easement Area, and for equipment and materials necessary for any repair, maintenance, or upgrade of the Service Easement Area and the Facilities situated on, over, under or across such area. The foregoing right is for the private and personal benefit of Grantee and its grantees, licensees, lessees, franchisees, successors, and assigns who have been identified by and contracted with Grantee to provide Communication Services within the Development pursuant to this Easement.

Section 2.06 **Reservation of Communication Services Rights**. Grantor hereby declares, creates, transfers, assigns, grants and conveys to Grantee the private, personal, exclusive and perpetual right to use the In Gross Easement Area, and any improvements located within the In Gross Easement Area, for any purpose which is not inconsistent with the rights granted to any Owner, Vistancia Maintenance Corporation, any Association, or reserved in Grantor by this Easement or the Declarations; provided, however, that any such use must be directed toward the protection of Grantee's exclusive rights to provide Communication Services as set forth in this Easement and that Grantee's rights to enter upon the In Gross Easement Area shall be limited to those rights as set forth in Section 2.02 and Section 2.05. Grantor agrees and covenants that it will not make any use of the Combined Easement Area which is inconsistent with the uses or purposes for which either the In Gross Easement or the Service Easement has been granted to Grantee; provided, finally, that notwithstanding anything in this Easement to the contrary, Grantor expressly reserves unto itself, its grantees, licensees, lessees, franchisees, successors, assigns, the right to use the In Gross Easement Area which falls outside of the Service Easement Area in any manner not inconsistent with the grant to provide Communication Services made to Grantee by this Easement.

Section 2.07 **Non-Interference and Repair of Service Easement Area**. Grantor covenants and agrees that no barriers or competing Facilities or other obstructions or structures shall be placed or erected, temporarily or permanently, so as to impair the use of any portion of the Service Easement Area for Communication Services by Grantee or third parties identified or designated by Grantee. Grantor shall not construct Facilities or any other Communication Service improvements in the Service Easement Area or change the finish grade of the Service Easement Area without the prior written consent of Grantee, which consent may be given or withheld in Grantee's sole and absolute discretion. Neither Grantee nor third parties identified or designated by Grantee shall do or permit anything to be done within or upon the Service Easement Area which will interfere with Grantor's use, maintenance, enjoyment or possession of the Service Easement and/or Service Easement Area, except as may be expressly provided otherwise in this Easement. Grantee shall be obligated to repair the Service Easement Area and for any damage(s) caused by Grantee, its agents or officers, or which shall include, without limitation, restoration of the Service Easement Area following installation or removal or maintenance or upgrade of any Facility to the same condition that such Service Easement Area existed prior to such installation or removal or maintenance. To the extent Grantee performs any such installation or removal or maintenance or upgrade of any Facility which may be located, for whatever reason, outside of the Service Easement Area but within the In Gross Easement Area, then Grantee shall have the same responsibilities as if such work had been performed within the Service Easement Area. Grantee shall have the right to remove or trim such trees and brush in and around the Service Easement Area as is deemed necessary by Grantee, in Grantee's sole and absolute discretion, to exercise or protect the rights conveyed to Grantee in this Easement.

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Section 2.08 **Termination of Exclusivity (Failure to Identify Provider)**. Grantee shall identify and provide access to a Mandatory Communication Service Provider for each of the Mandatory Communication Services. The initial Mandatory Communication Service Providers are identified on Exhibit C of Appendix A hereto. The list of Mandatory Communication Service Providers may be modified and supplemented by Grantee from time to time, in Grantee's sole and absolute discretion. Upon the written request of Grantor or any Owner, Grantee shall promptly provide a list of the current Mandatory Communication Service Providers. If, at any time subsequent to the recording of this Easement, Grantee fails or otherwise is unable to identify and provide access to a Mandatory Communication Service Provider for any period in excess of fourteen (14) days, then Grantor and Owners, each and all, shall have the right to (i) send written notice in accordance with Article IV of this Easement to Grantee indicating such failure, and (ii) in the event Grantee fails to correct such failure and identify and provide access to a Mandatory Communication Service Provider within seven (7) days from the date of Grantee's receipt of such notice, Grantor and Owners, each and all, shall have the right to record in the Office of the Maricopa Recorder a written instrument setting forth (A) that notice was given to Grantee, and attaching a copy thereof, (B) the Mandatory Communication Service not being identified and/or provided access, and (C) the identity of an alternate Mandatory Communication Service Provider (the "Alternate Provider"). Any Alternate Provider shall agree, in writing, to provide such Mandatory Communication Service in accordance with this document and all other easements, licenses and instruments of record. Any Alternate Provider designated as a replacement Mandatory Communication Service Provider in accordance with this Section 2.08 shall execute such documents and instruments as may be reasonable or necessary to fully carry out and effectuate the terms and intent of this Easement and all documents and instruments executed contemporaneously herewith.

Section 2.09 **Termination of Exclusivity (Inadequate or Costly Service)**. The Mandatory Communication Services to be furnished by each Mandatory Communication Service Provider shall be reasonably adequate based upon like services available to the general area around the Development from third party Communication Service Provider(s). The charges made by the Mandatory Communication Service Provider for such Mandatory Communication Services shall be reasonable and just. A charge which is equal to, or less than, the standard, nonpromotional charge for like services shall be conclusively presumed reasonable and just. For purposes of identifying a third party Communication Service Provider for Telephone Services (local), telephone services and charges shall be compared to corresponding telephone services and charges of Qwest Communications, or its successor, and a Communication Service Provider for Cable Television Services, cable services or charges shall be compared to corresponding Cable Television Services and charges of Cox Communications, or its successor. It is the intent of the parties to this Easement to evaluate all services and charges against those existing and available to the Development on a consistent basis, from time to time for Mandatory Communication Services. Upon a final, nonappealable determination by the appropriate authority (a) that the Mandatory Communication Services being furnished by a Mandatory Communication Service Provider to the Development are not reasonably adequate based upon like services available to the Development from a third party Mandatory Communication Service Provider, or (b) that the charges made by Mandatory Communication Service Provider(s) for such Mandatory Communication Services are not reasonable and just; then, as the sole and exclusive remedy for such determination (it being specifically agreed that neither Grantor nor Grantee shall be liable for damages or other compensation of any kind arising from the cause of action giving rise to such determination), the exclusivity within the Combined Easement with respect to each Mandatory Communication Service subject to such determination shall terminate. Upon such determination and termination, Grantee shall have the right to identify and grant access to another Mandatory Communication Service Provider to provide the same Mandatory Communication Service subject to such determination ("Subsequent Mandatory Alternative Service"); provided, however, such new Mandatory Communication Service Provider providing the Subsequent Mandatory Alternative Service shall be granted access subject to and in accordance with this Easement and the Declarations.

Section 2.10 **Grantee's Consent; Approval of Declarations and Plats**. Notwithstanding any other provision in this Easement, Grantor may grant or convey rights, permits, licenses, right-of-way and easements

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which are expressly prohibited in this Easement, including, without limitation, Prohibited In Gross Easement Transfers and Prohibited Service Easement Transfers upon the prior written consent of Grantee, which consent may be given or withheld in Grantee's sole and absolute discretion. For example, it is contemplated herein that Grantor (including, but not limited to, any developer that acquires any development parcel within the Development prior to recordation against such parcel of the following described Declarations and/or Plats) will declare and create the Declarations and Plats, which shall be reviewed and approved by Grantee in writing prior to the recording of such Declarations and Plats in accordance with this Section 2.10.

Section 2.11 **Private Grant**. The Parties do, understand, and intend to, privately declare, create, and grant the Combined Easement set forth in this Easement in order to allow Grantee, its grantees, licensees, lessees, franchisees, successors and assigns only and exclusively the limited rights and privileges set forth in this Easement. The Combined Easement is not declared, created, or granted for public or general utility use, and shall not be so construed, unless and only to the extent that the Combined Easement (or any component or portion thereof) is granted, assigned, licensed or otherwise transferred or conveyed to any the City of Peoria, Maricopa County, or any other governmental authority or political subdivision of the State of Arizona.

Section 2.12 **Construction and Usage of "exclusivity" term**. Reference to the term "exclusive" or "exclusivity" shall mean and refer to the right of Grantee to provide Communication Services and to use the Combined Easement Area for such use. The term shall not be construed as prohibiting Grantor from permitting other uses or easements upon the Development or Combined Easement Area, which do not involve the provision of Communication Services or any interference with the rights of Grantee to provide Communication Services under this Easement. For example, it is contemplated that Grantor shall declare and create a utility easement for the sanitary waste disposal system and drainage system in the Development.

Section 2.13 **Grantee Improvements**. Any Facilities constructed, laid, installed, owned, operated, leased, licensed, franchised, alienated, assigned, modified, altered, supplemented, inspected, maintained, repaired, reconstructed, replaced, removed, relocated, expanded or otherwise serviced by Grantee (and its grantees, licensees, lessees, franchisees, successors and assigns who have been identified by and contracted with Grantee to provide Communication Services within the Development pursuant to this Easement) which are Visible from Neighboring Property and are located within the covered property (however denominated) under any Village Declaration shall be an improvement subject to design review and architectural control of the design review committee (however denominated) established pursuant to such Village Declaration pursuant to the procedures set forth in such Village Declaration. Any such design review committee shall only have the right to regulate the exterior appearance of any such Facilities, and in no event shall any such design review committee have the right to (i) prohibit any Facilities necessary for the provision of Communication Services by Grantee and its grantees, licensees, lessees, franchisees, successors and assigns who have been identified by and contracted with Grantee to provide Communication Services within the Development pursuant to this Easement, or (ii) exercise rights in a manner that would frustrate or unreasonably interfere with the intent of the CSER to allow Service Providers to construct Facilities and provide Communication Services within Vistancia.

ARTICLE III - ARTICLE III - INDEMNIFICATION AND RIGHT TO DEFEND

Section 3.01 **Indemnification**. Grantee agrees to indemnify, defend and hold harmless Grantor and the heirs, executors, administrators, legal representatives, successors, licensee, and assigns of Grantor, including, but not limited to, the Owners, Vistancia Maintenance Corporation, each Association, and their successors in interest ("Indemnitees") from and against any and all losses, claims, damages and liabilities, joint or several (including reasonable investigation fees, attorneys' fees, accountant's fees, expert witness fees, and other related expenses incurred in connection with any action, suit or proceeding or any claim asserted), to which the Indemnitees may become subject as a result of this Easement, and/or the enforcement of the rights of Grantee under this Easement;

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provided, however, that Grantee shall not be required to indemnify, defend or hold harmless any Indemnitee from that Indemnitee's own negligence, or any act or omission which is wrongful on any Indemnitee's part.

Section 3.02 **Right to Defend**. Grantee has the right of notice and to defend any controversy or claim arising out of or relating to this Easement, any alleged breach, any question as to the validity of its terms or conditions or legal effect, the construction of its terms or conditions or legal effect, and the interpretation of the rights and duties of the Parties under this Easement. Grantor and its grantees, licensees, lessees, franchisees, successors and assigns, including, without limitation, any Owner, Vistancia Maintenance Corporation, each Association and their heirs, executors, administrators, legal representatives, grantees, licensees, lessees, franchisees, successors, and assigns shall notify Grantee of any claim, suit, administrative proceeding (including regulatory proceedings), or any other action or threatened action which may, either presently or at a future date, give rise to Grantee's duty to indemnify or Grantee's right to defend, which notice shall be in writing and provided to Grantee promptly but in no event more than fifteen (15) business days from the date that Grantor or Grantor's successors in interest, becomes aware of such claim, suit or proceeding, or potential claim, suit or proceeding.

ARTICLE IV - ARTICLE IV - NOTICES

Section 4.01 **Form and Delivery**. Any and all notices, demands or other communications required or desired to be given hereunder by either party shall be in writing. A notice will be validly given or made to another party if (i) if served personally, (ii) deposited in the United State mail, certified or registered, postage prepaid, (iii) transmitted by telegraph, facsimile, telecopy or other electronic written transmission device, or (iv) if sent by overnight courier service.

Section 4.02 **Receipt of Notice**. If any notice, demand or other communication is served personally (methods (i) and (iv) of Section 4.01, above), service will be conclusively deemed made at the time of such personal service. If such notice, demand or other communication is given by mail (method (ii) of Section 4.01, above), service will be conclusively deemed given three (3) business days after the deposit thereof in the United State mail. If such notice, demand or other communication is given by electronic transmission (method (iii) of Section 4.01, above), service will be conclusively deemed made at the time of confirmation of delivery.

Section 4.03 **Delivery Information**. The information for notice to Grantor and Grantee is set forth above (at the beginning of this Agreement).

Section 4.04 **Change of Address**. Any party may change its address to another address (or facsimile number to another facsimile number) within the continental United States, by giving notice in the aforementioned manner to the other parties.

[NO FURTHER TEXT ON THIS PAGE]

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IN WITNESS WHEREOF, the Parties have executed this Easement as of the date first above written.

"Grantee"

VISTANCIA COMMUNICATIONS, L.L.C., an Arizona limited liability company

By: Shea Sunbelt Pleasant Point, LLC, a Delaware limited liability company, its Manager

By: Shea Homes Southwest, Inc., an Arizona corporation, its Member

By: Its: Asst Secretary

By: Sunbelt Pleasant Point Investors, L.L.C., an Arizona limited liability company, its Member

By: Sunbelt PP, LLLP, an Arizona limited liability limited partnership, its Manager

By: Sunbelt Holdings Management, Inc., an Arizona corporation, its General Partner

By: Curtis E. Smith, its Chief Operating Officer

"Grantor"

SHEA SUNBELT PLEASANT POINT, LLC, a Delaware limited liability company

By: Shea Homes Southwest, Inc., an Arizona corporation, its Member

By: Its: Asst Secretary

By: Sunbelt Pleasant Point Investors, L.L.C., an Arizona limited liability company, its Member

By: Sunbelt PP, LLLP, an Arizona limited liability limited partnership, its Manager

By: Sunbelt Holdings Management, Inc., an Arizona corporation, its General Partner

By: Curtis E. Smith, its Chief Operating Officer

Appendix: A Definitions and Interpretation

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STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 27th day of June, 2003, by Jeffrey S. McQueen, the Assistant Secretary of Shea Homes Southwest, Inc., an Arizona corporation, a Member in Shea Sunbelt Pleasant Point, LLC, a Delaware limited liability company, on behalf thereof.

Julie M. King
Notary Public

My Commission Expires: 3/14/2005

OFFICIAL SEAL
JULIE M. KING
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires March 14, 2005

STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 27th day of June, 2003, by Curtis E. Smith, the Chief Operating Officer of Sunbelt Holdings Management, Inc., an Arizona corporation, the General Partner in Sunbelt PP, LLLP, an Arizona limited liability limited partnership, the Manager of Sunbelt Pleasant Point Investors, L.L.C., an Arizona limited liability company, a Member in Shea Sunbelt Pleasant Point, LLC, a Delaware limited liability company, on behalf thereof.

Julie M. King
Notary Public

My Commission Expires: 3/14/2005

OFFICIAL SEAL
JULIE M. KING
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires March 14, 2005

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STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 27th day of June, 2003, by Curtis E. Smith, the Chief Operating Officer of Sunbelt Holdings Management, Inc., an Arizona corporation, the General Partner in Sunbelt PP, LLLP, an Arizona limited liability limited partnership, the Manager of Sunbelt Pleasant Point Investors, L.L.C., an Arizona limited liability company, a Member in Shea Sunbelt Pleasant Point, LLC, a Delaware limited liability company, the Manager of Vistancia Communications, L.L.C., an Arizona limited liability company, on behalf thereof.

Julie M. King
Notary Public

My Commission Expires: 3/14/2005

OFFICIAL SEAL
JULIE M. KING
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires March 14, 2005

STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 27th day of June, 2003, by Jeffrey S. McQueen, the Assistant Secretary of Shea Homes Southwest, Inc., an Arizona corporation, a Member in Shea Sunbelt Pleasant Point, LLC, a Delaware limited liability company, the Manager of Vistancia Communications, L.L.C., an Arizona limited liability company, on behalf thereof.

Julie M. King
Notary Public

My Commission Expires: 3/14/2005

OFFICIAL SEAL
JULIE M. KING
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires March 14, 2005

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LENDER CONSENT

The undersigned is the holder of all right, title and interest of the Beneficiary under that certain Construction Deed of Trust, Security Agreement and Fixture Filing with Assignment of Leases, Rents, Proceeds and Agreements dated December 23, 2002 and recorded on December 23, 2002, in Instrument No. 2002-1387293, Official Records of Maricopa County, Arizona (the "Deed of Trust"). Subject to the continuing and prior lien of the Deed of Trust and the rights and interests of the undersigned in the Loan Documents (as defined in the Deed of Trust), including without limitation, that certain Assignment of Construction Agreements and Development Items dated December 23, 2002 made by Shea Sunbelt Pleasant Point, LLC, a Delaware limited liability company, for the benefit of the undersigned, the undersigned hereby consents to the foregoing Common Services Easements and Restrictions and to Appendix A attached hereto (collectively, the "Easements"); provided, however, that subject to the terms and conditions of that certain Assignment of Common Services Easements and Restrictions dated June 10, 2003 made by Vistancia Communications, L.L.C., an Arizona limited liability company, for the benefit of the undersigned, the undersigned agrees that the Easements shall continue in full force and effect, even in the event of foreclosure or trustee's sale pursuant to such Deed of Trust or any other acquisition of title by the undersigned, its successors, or assigns, of all or any portion of the real property covered by such Deed of Trust.

RESIDENTIAL FUNDING CORPORATION, a Delaware corporation

By: Robert J. Plavchak

Its: DIRECTOR

STATE OF California)
) ss.
County of Los Angeles)

On this 25th day of June, 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert J. Plavchak, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person whose name is subscribed to the within instrument, acknowledged to me that he~~/she~~ executed the same in his~~/her~~ authorized capacity, and that by his~~/her~~ signature on the instrument the person or the entity upon behalf of which the person acted, executed the within instrument.

WITNESS my hand and official seal.

I. SWANK
Commission # 1236194
Notary Public - California
Los Angeles County
My Comm. Expires Oct 2, 2003

Notary Public

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APPENDIX A

Definitions and Interpretations

ARTICLE I - DEFINITIONS

Section 1.01 **Advanced Telecommunications Capability**. The term or phrase "Advanced Telecommunications Capability" shall mean and refer to high speed, broadband telecommunications capability that enables users to originate and receive high quality voice, data, graphics and video communications/programming services over lines or wireless channels, including, without limitation, Internet Bandwidth Access Services based upon industry average concentration levels.

Section 1.02 **Affiliate**. The term "Affiliate" shall mean and refer to with respect to any Person (i) any Person directly or indirectly controlling, controlled by or under common control with such Person; (ii) any Person owning, or controlling five percent (5%) or more of the voting securities or voting control of such Person; or, (iii) any Person who is an officer, director, manager, member, general partner, trustee or holder of five percent (5%) or more of the voting securities or voting control of any Person described in clauses (i) or (ii).

Section 1.03 **Association**. The term "Association" shall mean and refer to each Village Association as defined in and formed pursuant to the Master Declaration and the applicable Village Declaration therefor.

Section 1.04 **Cable Television Services**. The term or phrase "Cable Television Services" shall mean and refer to the transmission to users of video programming or other programming services provided through any Facilities related to such services, together with such user interaction, if any, which is required for the selection or use of the video programming or other programming services.

Section 1.05 **Combined Easement**. The term or phrase "Combined Easement" shall mean and refer to the In Gross Easement and the Service Easement, collectively.

Section 1.06 **Combined Easement Area**. The term or phrase "Combined Easement Area" shall mean and refer to the In Gross Easement Area and the Service Easement Area, collectively.

Section 1.07 **Communication Service Provider**. The term or phrase "Communication Service Provider" shall mean and refer to any third party provider of one or more Communication Services, which may include a combination of Persons, such that one (1) or more of the Communication Services are available within the Development.

Section 1.08 **Communication Services**. The term or phrase "Communication Services" shall mean and refer to any one or more of the following: Cable Television Services, Community Technology Services, E-commerce Transaction Services, Internet Bandwidth Access Services, Community Intranet Services, Telephone Services (local), Telephone Services (long distance), Video On Demand Services, Security Monitoring Services, any other cable or telephone services, any other communication services or utilities, together with the Facilities related to such services; provided, however, that the term or phrase "Communication Services" shall not include Excluded Devices.

Section 1.09 **Common Services Easements and Restrictions**. The term or phrase "Common Services Easements and Restrictions" shall mean and refer to the Common Services Easements and Restrictions to which this Appendix A is attached, as amended or supplemented from time to time.

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Section 1.10 **Community Intranet Services**. The term or phrase "Community Intranet Services" shall mean and refer to the private communications network within the Development that uses substantially the same or similar software that is utilized on the public Internet, but that is primarily for use within the Development.

Section 1.11 **Community Technology Services**. The term or phrase "Community Technology Services" shall mean and refer to the construction, sale, installation, leasing, licensing, modification, supplementation, maintenance, repair, reconstruction or removal of any device (including, without limitation, any hardware or software device) principally used by individual users for Communication Services.

Section 1.12 **Declarations**. The term "Declarations" shall mean and refer to the Master Declaration, each Village Declaration, and each other declaration of covenants, conditions, easements and restrictions for the Development or any portion thereof as, or to be, recorded in the office of the Maricopa County Recorder in accordance with the Master Declaration and the applicable Village Declaration and which burden the Development or any portion thereof, as each of the foregoing are amended from time to time. Each Declaration shall be subject and subordinate to the Common Services Easements and Restrictions, and in the event of any conflict or inconsistency between the provisions of any Declaration and the Common Services Easements and Restrictions, the provisions of the Common Services Easements and Restrictions shall prevail.

Section 1.13 **Development**. The term "Development" shall mean and refer to the entire parcel of real property the legal description of which is attached hereto as Exhibit A, together with such additional real property as is hereafter annexed thereto in accordance with the provisions of this Section 1.13. To the extent development of additional real property is or may be contemplated by any or all of the Declarations, then (i) the term "Development" shall be liberally construed to include such real property when and as identified from time to time pursuant to a Supplement to Common Services Easements and Restrictions recorded as hereinafter provided, and (ii) such additional real property may from time to time be annexed to the real property described in Exhibit A and made part of the "Development" without the approval, assent or vote of any Owner, Vistancia Maintenance Corporation, any Association, or any other Person being required (except as provided in this Section 1.13), by the execution and recording in the Office of the Maricopa Recorder of a Supplement to Common Services Easements and Restrictions (the "Supplement to Common Services Easements and Restrictions") signed by Grantor (if Grantor owns the real property being annexed) and Grantee (with the terms "Grantor" and "Grantee" having the meanings provided in the Common Services Easements and Restrictions), and describing the real property to be annexed to Exhibit A (which real property shall be designated in an "Exhibit A-Supplement" included in such Supplement to Common Services Easements and Restrictions). The recording of said Supplement to Common Services Easements and Restrictions shall constitute and effectuate the annexation of the real property described such Exhibit A-Supplement to the "Development" property, making said real property subject to the Common Services Easements and Restrictions, this Appendix A, and any agreement which incorporates this Appendix A, as if said real property originally had been included in Exhibit A at the time of the initial recordation of the Common Services Easements and Restrictions. Notwithstanding anything to the contrary, if at the time of the recordation of any such Supplement to Common Services Easements and Restrictions, the real property described in such Exhibit A-Supplement is owned by a Person other than Grantee, then that Person must join with Grantee in the execution of such Supplement to Common Services Easements and Restrictions.

Section 1.14 **E-commerce Transaction Services**. The term or phrase "E-commerce Transaction Services" shall mean and refer to transactions conducted over the Internet or through Internet access, comprising the sale, lease, license, offer or delivery of property, goods, services or information, whether or not for consideration; provided, however, the term or phrase "E-commerce Transactions Services" shall not include Internet Bandwidth Access Services.

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Section 1.15 **Excluded Devices**. The term or phrase "Excluded Devices" shall mean and refer to any Community Intranet Services device, Security Monitoring Services device, or any other Communication Services device, which satisfies **both** of the following described characteristics:

(a) The device is nonpermanent. By way of example and not limitation, any device which is affixed to real estate is a permanent device. A nonpermanent device must not, at any time, be affixed to real estate within the Combined Easement Area either by, for example and not limitation, submersion into the ground, screws, bolts, glue or wiring.

(b) Use of the device must occur primarily outside of the In Gross Easement Area, with use within the In Gross Easement Area being incidental or sporadic.

For example, mobile cellular telephones, pagers, car alarms and portable computer peripherals, which are used primarily outside of the In Gross Easement Area, will generally constitute Excluded Devices. A satellite dish or other means of receiving the transfer of wireless technology used primarily in the In Gross Easement Area will be an Excluded Device only to the extent required by law to be permitted (*E.g.* Section 207 of the Telecommunications Act of 1996 and 47 C.F.R. 1.4000) or to the extent authorized by the Declarations. Wireless signals, of any nature, which are not received by any Owners, or on behalf of any Owners or at the request of any Owner(s), within the In Gross Easement Area, shall constitute Excluded Devices.

Section 1.16 **Facility or Facilities**. The term or terms "Facility" or "Facilities" shall mean and refer to the construction, installation, modification, alteration, supplementation, repair, reconstruction or replacement of any and all necessary or desirable hardware or equipment of any type used to provide or otherwise make available any Communication Services including, without limitation, cable, wire, fiber, main, pipe, boxes, conduit, manholes, transformers, pumps, amplifiers, dishes, antennae, microwave, satellite, pedestal, equipment enclosures, poles, wireless communication technology, or any other hardware or equipment of any type necessary or desirable to transfer or provide any Communication Services, including, without limitation, communication, video, data, e-commerce, Internet, community intranet, security systems, communication utility services, information systems, cable television, as well as any other Communication Services or uses for which such hardware or equipment may be used.

Section 1.17 **In Gross Easement**. The term or phrase "In Gross Easement" shall mean the In Gross Easement created for the exclusive use of the Grantor (as that term is defined in the Common Services Easements and Restrictions) pursuant to Section 2.01 of the Common Services Easements and Restrictions.

Section 1.18 **In Gross Easement Area**. The term or phrase "In Gross Easement Area" shall mean and refer to that certain area of real property the legal description of which is attached hereto as Exhibit B, together with such additional real property as is hereafter annexed thereto in accordance with the provisions of this Section 1.18. If any Supplement to Common Services Easements and Restrictions is recorded pursuant to Section 1.13 which designates additional real property to be annexed to the Development pursuant to an Exhibit A-Supplement, then such Supplement to Common Services Easements and Restrictions shall also designate the real property (if any) included in such Exhibit A-Supplement that is to be made part of the "In Gross Easement Area" hereunder (which real property shall be designated in an "Exhibit B-Supplement" included in such Supplement to Common Services Easements and Restrictions). Upon recordation of such Supplement to Common Services Easements and Restrictions and Exhibit B-Supplement, the term "In Gross Easement Area" shall be liberally construed to include the real property identified in such Exhibit B-Supplement, and the real property identified in such Exhibit B-Supplement shall be part of the "In Gross Easement Area" without the approval, assent or vote of any Owner, Vistancia Maintenance Corporation, any Association, or any other Person being required (except for those approvals required for the recordation of a Supplement to Common Services Easements and Restrictions as provided in Section 1.13). The recording of said Supplement to Common Services Easements and Restrictions

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shall constitute and effectuate the annexation of the real property described such Exhibit B-Supplement to the "In Gross Easement Area", making said real property subject to the Common Services Easements and Restrictions, this Appendix A, and any agreement which incorporates this Appendix A, as if said real property originally had been included in Exhibit B at the time of the initial recordation of the Common Services Easements and Restrictions.

Section 1.19 **Internet Bandwidth Access Services**. The term or phrase "Internet Bandwidth Access Services" shall mean and refer to any service that enables users to access content, information, electronic mail or other services offered over the internet, and may also include access to proprietary content, information and other services as part of a package of services offered to users and any Facilities related to such service; provided, however, that the term or phrase "Internet Bandwidth Access Services" shall not include E-commerce Transaction Services, Telephone Services (local) or Telephone Services (long distance).

Section 1.20 **Mandatory Communication Service Provider**. The term or phrase "Mandatory Communication Service Provider" shall mean and refer to a Communication Service Provider that provides one (1) or more of the Mandatory Communication Services. The initial Mandatory Communication Service Providers are listed on Exhibit C attached hereto, and are subject to change in accordance with Section 2.08 and Section 2.09 of the Common Services Easements and Restrictions.

Section 1.21 **Mandatory Communication Services**. The term or phrase "Mandatory Communication Services" shall mean and refer to the Communication Services set forth on Exhibit C attached hereto.

Section 1.22 **Non-Affiliate**. The term or phrase "Non-Affiliate" shall mean and refer to any Person who does not qualify as an Affiliate.

Section 1.23 **Master Declaration**. The term or phrase "Master Declaration" shall mean and refer to that certain Declaration of Covenants, Conditions and Restrictions for Vistancia to be recorded in the office of the Maricopa County Recorder, as amended from time to time, which will, among other things, provide for the organization of Vistancia Maintenance Corporation. The Master Declaration shall be subject and subordinate to the Common Services Easements and Restrictions, and in the event of any conflict or inconsistency between the provisions of the Master Declaration and the Common Services Easements and Restrictions, the provisions of the Common Services Easements and Restrictions shall prevail.

Section 1.24 **Owner**. The term "Owner" shall mean the record owner, whether one or more Persons, of beneficial or equitable title (and legal title if the same has merged with the beneficial or equitable title) to the fee simple interest in a platted lot, a development parcel or any other land within the Development, or their lessees, tenants or any other successors in interest.

Section 1.25 **Owner Access Area**. The term or phrase "Owner Access Area" shall mean and refer to the area reasonably necessary for Communication Service Providers to establish Communication Services to an Owner's residential structure, building or other structure situated upon the Owner Improvement Area, which area shall commence at the Platted Easement Area and proceed as directly as reasonably practicable to the individual residential structure (or building or other structure, as applicable) and upon and within the residential structure (or building or other structure, as applicable) as contemplated by the design for the initial construction thereof, as thereafter modified from time to time.

Section 1.26 **Owner Improvement Area**. The term or phrase "Owner Improvement Area" shall mean and refer to that area within the In Gross Easement Area which is not common area (however denominated) under any of the Declarations, duly deeded and titled to the Owner, or his or her successor in interest, upon which the Owner shall be entitled to construct or otherwise erect such temporary or permanent barriers or other temporary

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or permanent obstructions or structures as the Owner shall desire, so long as such barriers or other obstructions or structures are in conformity with the Declarations and applicable law; and, further, so long as such barriers or obstructions or structures shall not be situated upon or within the Service Easement Area.

Section 1.27 **Party**. The term "Party" or "Parties" shall mean and refer to the Persons referenced in the introductory paragraph of any agreement which incorporates this Appendix A, as well as any other Person made a Party to any such agreement either at the time of execution thereof or subsequent thereto.

Section 1.28 **Person**. The term "Person" shall mean and refer to any individual, corporation, company, business trust, association, partnership, limited liability company, joint venture, governmental authority, or any other individual or entity, including subsidiaries, Affiliates, and controlled entities.

Section 1.29 **Plats**. The term "Plats" shall mean and refer collectively to all of the recorded subdivision plats and maps of dedication that subdivide the Development and/or dedicate or create streets, roadways or areas to be dedicated to public or private use, as each may be amended from time to time.

Section 1.30 **Platted Easement Area**. The term or phrase "Platted Easement Area" shall mean and refer to all of the easement areas designated as "Multi-Use Easement" or "M.U.E." on the Plats.

Section 1.31 **Reserved Rights**. The term or phrase "Reserved Rights" shall mean and refer to the rights set forth in Section 2.05 and Section 2.06 of the Common Services Easements and Restrictions.

Section 1.32 **Security Monitoring Services**. The term or phrase "Security Monitoring Services" shall mean and refer to the provision of systems, hardware, devices and wiring within the residences, commercial structures (if any) and the Development which enable the monitoring for security purposes of such residences, commercial structures (if any) and Development; provided, however, that the term or phrase "Security Monitoring Services" expressly contemplates that a Communication Service Provider may enter into a third party contract (*e.g.*, a monitoring contract) with a security monitoring company.

Section 1.33 **Service Easement**. The term or phrase "Service Easement" shall mean the Service Easement created for the exclusive use of the Grantor (as that term is defined in the Common Services Easements and Restrictions) pursuant to Section 2.02 of the Common Services Easements and Restrictions.

Section 1.34 **Service Easement Area**. The term or phrase "Service Easement Area" shall mean and refer to each and all of the following areas, individually and collectively, as the context requires or as is permitted by law, *to wit*:

(a) All of the Platted Easement Area.

(b) All of the Owner Access Area.

(c) Each street or roadway created by a Plat that is private (as opposed to public) in nature and is owned (or is to be owned, pursuant to the terms of such Plat) by Vistancia Maintenance Corporation, any Association, or any other homeowners' or property owners' association established pursuant to a Declaration.

(d) Those portions of the tracts and other areas constituting common areas (however denominated) under any of the Declarations (other than the private streets and private roadways described in subsection (c) above, which shall be governed by that subsection rather than this subsection (d)), to the extent reasonably necessary for the establishment of Communication Services and Facilities to serve the Owners.

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Section 1.35 **Telephone Services (local)**. The term or phrase "Telephone Services (local)" shall mean and refer to service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or comparable service provided through a system of switches, transmission equipment or any other Facilities (or any combination thereof) by which a user can originate and terminate a telecommunications service.

Section 1.36 **Telephone Services (long distance)**. The term or phrase "Telephone Services (long distance)" shall mean and refer to telephone service between stations in different exchange areas for which there is made a separate charge not included in contracts with users for exchange service and any Facilities related to such services.

Section 1.37 **Utility Services**. The term or phrase "Utility Services" shall mean and refer to any sewer, water, gas, electric, any other utility or common functional services provided to the residences and commercial structures (if any) within the Development together with any Facilities related to such services; provided, however, that the term or phrase "Utility Services" shall not mean or refer to or include any "Communication Services."

Section 1.38 **Village Declaration**. The term or phrase "Village Declaration" shall mean and refer to each Village Declaration as defined in and recorded pursuant to the Master Declaration, each as amended from time to time. Each Village Declaration shall be subject and subordinate to the Common Services Easements and Restrictions, and in the event of any conflict or inconsistency between the provisions of any Village Declaration and the Common Services Easements and Restrictions, the provisions of the Common Services Easements and Restrictions shall prevail.

Section 1.39 **Visible From Neighboring Property**. The term or phrase "Visible from Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a natural person six feet tall, standing at ground level on any part of the In Gross Easement Area.

Section 1.40 **Vistancia Maintenance Corporation**. The term or phrase "Vistancia Maintenance Corporation" shall mean and refer to the Arizona non-profit corporation to be organized pursuant to the Master Declaration, its successors and assigns.

ARTICLE II - MISCELLANEOUS AND CONSTRUCTION

Section 2.01 **Complete Agreement**. Any agreement which incorporates this Appendix A, together with the schedules, appendices and exhibits thereto, and all other agreements, certificates, documents, schedules, appendices, exhibits and other writings executed at or in connection with the signing of such agreement (collectively, the "Definitive Documents"), constitute the complete and exclusive statement of agreement among the Parties with respect to the covered subject matter. The Definitive Documents replace and supercede all prior agreements by and among the Parties. The Definitive Documents supercede all prior written and oral statements and no other representation, statement, condition or warranty not contained in the Definitive Documents will be binding upon the Parties, or have any force or effect whatsoever. Any prior agreements, promises, negotiations, or representations concerning the subject matter of the Definitive Documents which are not expressly set forth herein or therein are of no force or effect.

Section 2.02 **Amendment, Termination or Alteration**. Any agreement which incorporates this Appendix A may be altered, terminated or amended in whole or in part, at any time. Any such amendment, termination or alteration must take the form of a written instrument setting forth the amendments, terminations or alterations, which written instrument must be signed by all Parties to the agreement being amended, terminated or altered.

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This Appendix A may at any time be altered, terminated or amended in whole or in part, as it relates to any agreement which incorporates this Appendix A. Any such amendment, termination or alteration with respect to this Appendix A (i) must take the form of a written instrument setting forth the amendments, terminations or alterations, which written instrument must be signed by all Parties to the applicable agreement which incorporates this Appendix A, and (ii) any such amendment, termination or alteration with respect to this Appendix A shall not affect or have any impact upon this Appendix A as it relates to any other agreement incorporating this Appendix A (unless and until this Appendix A is amended, terminated or altered by a written instrument executed by all Parties to such other agreement).

Section 2.03 **Severability**. If any covenant, agreement, term or provision of any agreement which incorporates this Appendix A is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term thereof, such covenant, agreement, term or provision shall be fully severable. The agreement shall be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable covenant, agreement, term or provision had never comprised a part thereof and, the remainder shall remain in full force and effect and shall not be affected by such illegal, invalid, unreasonable, or enforceable covenant, agreement, term or provision or by its severance therefrom. Furthermore, in lieu of the illegal, invalid, unreasonable, or unenforceable covenant, agreement, term or provision, there shall be added automatically a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable covenant, agreement, term or provision as may be possible and be legal, valid, reasonable, and enforceable.

Section 2.04 **Waiver**. No delay or failure by any Party in exercising any rights under any agreement which incorporates this Appendix A, and no partial or simple exercise of such rights, shall constitute a waiver of that or any other right.

Section 2.05 **Governing Law**. (i) Except as provided in Section 2.05(ii) below, any agreement which incorporates this Appendix A, including, without limitation, any controversy or claim arising out of or relating to the agreement which incorporates this Appendix A, or its breach, the construction of its terms, or the interpretation of the rights and duties of the Parties thereto, shall be construed and governed exclusively according to the internal laws of the State of Arizona, without regard to that jurisdiction's law regarding conflicts of law. Except as provided in Section 2.05(ii) below, any agreement which incorporates this Appendix A shall be subject to the exclusive jurisdiction of Arizona state courts located in Maricopa County, State of Arizona and of the federal courts with jurisdiction over Maricopa County, State of Arizona, regardless of the residence or situs of the Parties, to which jurisdiction of the court the Parties expressly submit, and waive objection thereto. Except as provided in Section 2.05(ii) below, any agreement which incorporates this Appendix A shall be subject to, and litigated in, the exclusive and preferred venue of Arizona state courts located in Maricopa County, State of Arizona or of the federal courts with jurisdiction over Maricopa County, State of Arizona. (ii) To the extent any state or federal law or regulation prohibits or restricts the provisions set forth in Section 2.05(i) above; then, the State of Arizona will be automatically replaced with the state wherein any real estate which is subject to any agreement which incorporates this Appendix A is situated, and Maricopa County will be automatically replaced with the county wherein any real estate which is subject to any agreement which incorporates this Appendix A is situated.

Section 2.06 **Headings: Interpretation**. All headings are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision hereof. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and *vice versa*, as the context requires. The term "including" shall mean "including, without limitation" or its equivalent whenever used herein and shall not limit the generality of any description preceding such term. The introductory paragraph and recitals set forth at the commencement of any agreement which incorporates this Appendix A shall form a part thereof. Reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by the agreement which incorporates this Appendix A. Reference to any agreement, document or instrument means such agreement, document or instrument, as amended, supplemented

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or modified and in effect from time to time in accordance with the terms thereof. Reference in any agreement which incorporates this Appendix A to any article, section, appendix, schedule or exhibit means such article or section thereof or appendix or schedule or exhibit thereto. The term "or" is not exclusive. Terms such as "hereunder," "hereof," "hereto" and words of similar import shall be deemed references to the agreement which incorporates this Appendix A, together with all incorporated reference in such agreement and this Appendix A as a whole, and not to any particular, article, section, paragraph or other provision of any specific document.

Section 2.07 **Multiple Counterparts**. Any agreement which incorporates this Appendix A may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In making proof with respect thereto, it shall be necessary to produce only one copy thereof signed by the Party to be charged.

Section 2.08 **Additional Documents and Acts**. The Parties each agree to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of any agreement which incorporates this Appendix A.

Section 2.09 **Further Assurances**. At any time, and from time to time, each Party shall execute such additional instruments and take such additional actions as may be reasonably requested by the other Party to confirm or otherwise carry out the intent and purpose of any agreement which incorporates this Appendix A.

Section 2.10 **Enforceability Certificate**. Each of the Parties to any agreement which incorporates this Appendix A shall, without charge, at any time and from time to time, within seven (7) days following a written request by the other party, deliver a written instrument to the requesting party or to any other Person specified by such requesting party, duly executed, certifying: (i) that the agreement which incorporates this Appendix A is unmodified, or that the agreement has been modified and setting forth the specific modification; (ii) that the term of the agreement is continuing, or the exact date [day, month and year] that the term expired; and, (iii) any other matters relating to compliance with the agreement.

Section 2.11 **Drafter of the Agreement**. For purposes of construing any agreement which incorporates this Appendix A, the Parties agree that each (and, as applicable, its counsel) has reviewed and revised the agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the agreement which incorporates this Appendix A, or of this Appendix A, or any amendments, schedules or exhibits thereto or hereto.

Section 2.12 **Successors**. Any agreement which incorporates this Appendix A shall be binding upon and inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

Section 2.13 **Time**. Time shall be of the essence with regard to any agreement which incorporates this Appendix A.

Section 2.14 **Time Periods**. All references to "days" in any agreement which incorporates this Appendix A shall mean and refer to calendar days. In the event the date for performance of any obligation under any agreement which incorporates this Appendix A shall fall on a Saturday, Sunday or day when the Maricopa County Superior Court, State of Arizona, is closed, then that obligation shall be performed on the next following regular business day.

Section 2.15 **Obligation of Good Faith**. The Parties shall, in the performance of all obligations under any agreement which incorporates this Appendix A, be obligated to act in good faith with one another in the performance thereof and hereunder.

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Section 2.16 **Not a Partnership**. Nothing herein contained or contained in any agreement which incorporates this Appendix A shall be construed to create a partnership or joint venture as between the Parties.

Section 2.17 **Exhibits, Appendices and Schedules**. All exhibits, appendices and schedules referred to herein are intended to be, and are hereby, made specifically a part hereof and incorporated herein.

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EXHIBIT A

Legal Description of Real Property Initially Included in the Development

(see attachment hereto)

Stanley Consultants INC.

A Stanley Group Company
Engineering, Environmental and Construction Services - Worldwide

June 4, 2003
Shea Sunbelt Pleasant Point, L.L.C.
2002 Mass Grading Takedown
Page 1 of 21

LEGAL DESCRIPTION

A parcel of land lying within the South Half of Section 23, the Southwest Quarter of Section 24, the South Half and Northwest Quarter of Section 25, Section 26 and Section 35, Township 5 North, Range 1 West, and the Southwest Quarter of Section 30, Township 5 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the Southeast corner of said Section 26, from which point the East Quarter corner of Section 26 bears N 00°13'14" E a distance of 2638.11 feet;

Thence N 89°43'33" W a distance of 17.61 feet;

Thence 710.85 feet along the arc of a non-tangent curve to the left, having a radius of 1162.00 feet, through a central angle of 35°03'01", a chord bearing S 12°37'41" W and a chord distance of 699.81 feet, from which point the radius point bears S 59°50'48" E;

Thence S 04°53'49" E a distance of 1339.48 feet;

Thence S 00°00'57" E a distance of 2244.55 feet;

Thence S 89°58'19" W a distance of 601.59 feet;

Thence S 25°00'36" E a distance of 79.22 feet;

Thence 469.47 feet along the arc of a non-tangent curve to the left, having a radius of 641.49 feet, through a central angle of 41°55'52", a chord bearing S 44°01'28" W and a chord distance of 459.06 feet, from which point the radius point bears S 25°00'36" E;

Thence S 23°03'32" W a distance of 299.95 feet;

Thence N 89°52'46" W a distance of 675.25 feet;

Thence N 03°45'09" W a distance of 537.52 feet;

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internet: www.stanleygroup.com

Thence N 19°31'05" W a distance of 120.00 feet;

Thence 600.30 feet along the arc of a non-tangent curve to the left, having a radius of 2555.00 feet, through a central angle of 13°27'42", a chord bearing S 63°45'04" W and a chord distance of 598.92 feet, from which point the radius point bears S 19°31'05" E;

Thence S 57°01'13" W a distance of 170.70 feet;

Thence 836.16 feet along the arc of a curve to the right, having a radius of 1445.00 feet, through a central angle of 33°09'17", a chord bearing S 73°35'52" W and a chord distance of 824.54 feet;

Thence N 89°49'30" W a distance of 279.92 feet;

Thence N 21°48'13" W a distance of 506.71 feet;

Thence N 08°29'08" E a distance of 211.64 feet;

Thence N 05°42'48" W a distance of 184.53 feet;

Thence N 16°18'06" W a distance of 124.35 feet;

Thence N 34°20'36" W a distance of 91.18 feet;

Thence N 45°57'11" W a distance of 210.49 feet;

Thence N 16°20'42" E a distance of 580.02 feet;

Thence S 73°39'18" E a distance of 321.13 feet;

Thence N 34°23'45" E a distance of 728.11 feet;

Thence N 27°24'14" E a distance of 206.51 feet;

Thence 250.46 feet along the arc of a curve to the right, having a radius of 175.00 feet, through a central angle of 82°00'08", a chord bearing N 68°24'18" E and a chord distance of 229.63 feet;

Thence N 22°40'55" E a distance of 89.98 feet;

Thence 152.80 feet along the arc of a non-tangent curve to the right, having a radius of 75.00 feet, through a central angle of 116°43'52", a chord bearing N 01°17'25" W and a chord distance of 127.71 feet, from which point the radius point bears N 30°20'39" E;

Thence N 57°04'31" E a distance of 792.16 feet;

Thence N 47°53'33" E a distance of 519.08 feet;

Thence 249.73 feet along the arc of a curve to the right, having a radius of 175.00 feet, through a central angle of 81°45'51", a chord bearing N 88°46'28" E and a chord distance of 229.08 feet;

Thence N 39°39'24" E a distance of 12.03 feet;

Thence 262.94 feet along the arc of a non-tangent curve to the right, having a radius of 626.00 feet, through a central angle of 24°03'58", a chord bearing N 38°18'37" W and a chord distance of 261.01 feet, from which point the radius point bears N 39°39'24" E;

Thence S 67°33'17" W a distance of 377.40 feet;

Thence N 22°26'43" W a distance of 374.41 feet;

Thence 497.53 feet along the arc of a non-tangent curve to the right, having a radius of 770.00 feet, through a central angle of 37°01'16", a chord bearing S 87°55'52" W and a chord distance of 488.92 feet, from which point the radius point bears N 20°34'46" W;

Thence N 21°43'17" E a distance of 80.38 feet;

Thence 297.52 feet along the arc of a non-tangent curve to the right, having a radius of 690.00 feet, through a central angle of 24°42'18", a chord bearing N 61°49'12" W and a chord distance of 295.22 feet, from which point the radius point bears N 15°49'39" E;

Thence N 49°28'03" W a distance of 236.96 feet;

Thence 302.90 feet along the arc of a curve to the right, having a radius of 780.00 feet, through a central angle of 22°15'00", a chord bearing N 38°20'33" W and a chord distance of 301.00 feet;

Thence N 62°46'57" E a distance of 234.14 feet;

Thence 84.81 feet along the arc of a non-tangent curve to the left, having a radius of 56.92 feet, through a central angle of 85°22'36", a chord bearing N 82°50'04" E and a chord distance of 77.18 feet, from which point the radius point bears N 35°31'22" E;

Thence 90.80 feet along the arc of a non-tangent curve to the right, having a radius of 189.29 feet, through a central angle of 27°29'09", a chord bearing N 45°00'49" E and a chord distance of 89.94 feet, from which point the radius point bears S 58°43'46" E;

Thence 121.32 feet along the arc of a non-tangent curve to the left, having a radius of 109.61 feet, through a central angle of 63°25'14", a chord bearing N 02°26'23" E and a chord distance of 115.22 feet, from which point the radius point bears N 55°51'00" W;

Thence S 63°26'24" W a distance of 178.11 feet;

Thence 273.04 feet along the arc of a curve to the right, having a radius of 175.00 feet, through a central angle of 89°23'44", a chord bearing N 71°51'44" W and a chord distance of 246.18 feet;

Thence S 66°06'41" W a distance of 114.98 feet;

Thence 63.34 feet along the arc of a non-tangent curve to the right, having a radius of 75.00 feet, through a central angle of 48°23'10", a chord bearing S 07°58'00" W and a chord distance of 61.47 feet, from which point the radius point bears S 73°46'25" W;

Thence S 32°09'35" W a distance of 773.94 feet;

Thence S 19°15'40" W a distance of 410.22 feet;

Thence 389.12 feet along the arc of a curve to the right, having a radius of 175.00 feet, through a central angle of 127°23'58", a chord bearing S 82°57'39" W and a chord distance of 313.77 feet;

Thence N 33°20'22" W a distance of 231.74 feet;

Thence N 01°19'09" E a distance of 819.69 feet;

Thence N 03°00'00" E a distance of 402.57 feet;

Thence 377.71 feet along the arc of a curve to the right, having a radius of 175.00 feet, through a central angle of 123°39'45", a chord bearing N 64°49'52" E and a chord distance of 308.55 feet;

Thence N 39°56'18" E a distance of 306.46 feet;

Thence 56.33 feet along the arc of a non-tangent curve to the right, having a radius of 75.00 feet, through a central angle of 43°02'09", a chord bearing N 20°52'53" W and a chord distance of 55.02 feet, from which point the radius point bears N 47°36'02" E;

Thence N 00°38'11" E a distance of 783.58 feet;

Thence N 06°00'00" W a distance of 694.44 feet;

Thence N 03°00'00" W a distance of 254.58 feet;

Thence 195.23 feet along the arc of a curve to the right, having a radius of 175.00 feet, through a central angle of 63°55'10", a chord bearing N 28°57'35" E and a chord distance of 185.26 feet;

Thence N 25°48'17" W a distance of 226.49 feet;

Thence 81.11 feet along the arc of a non-tangent curve to the right, having a radius of 75.00 feet, through a central angle of 61°57'42", a chord bearing N 77°09'42" W and a chord distance of 77.21 feet, from which point the radius point bears N 18°08'33" W;

Thence N 46°10'51" W a distance of 857.55 feet;

Thence N 06°06'16" W a distance of 435.12 feet;

Thence N 49°01'00" E a distance of 1132.56 feet;

Thence N 75°13'24" E a distance of 317.91 feet;

Thence 114.15 feet along the arc of a curve to the right, having a radius of 75.00 feet, through a central angle of 87°12'11", a chord bearing S 61°10'30" E and a chord distance of 103.45 feet;

Thence S 17°34'25" E a distance of 780.83 feet;

Thence S 26°00'00" E a distance of 513.11 feet;

Thence 143.57 feet along the arc of a curve to the right, having a radius of 175.00 feet, through a central angle of 47°00'18", a chord bearing S 02°29'51" E and a chord distance of 139.58 feet;

Thence S 65°43'09" E a distance of 575.04 feet;

Thence 133.36 feet along the arc of a non-tangent curve to the right, having a radius of 75.00 feet, through a central angle of 101°52'34", a chord bearing N 82°52'52" E and a chord distance of 116.47 feet, from which point the radius point bears S 58°03'25" E;

Thence N 47°19'04" E a distance of 27.89 feet;

Thence 61.29 feet along the arc of a non-tangent curve to the right, having a radius of 3053.00 feet, through a central angle of 01°09'01", a chord bearing N 42°06'26" W and a chord distance of 61.30 feet, from which point the radius point bears N 47°19'04" E;

Thence N 55°07'11" W a distance of 41.44 feet;

Thence 73.33 feet along the arc of a non-tangent curve to the right, having a radius of 3063.00 feet, through a central angle of 01°22'18", a chord bearing N 40°05'33" W and a chord distance of 73.33 feet, from which point the radius point bears N 49°13'18" E;

Thence N 38°39'15" W a distance of 158.01 feet;

Thence 257.22 feet along the arc of a non-tangent curve to the right, having a radius of 3065.00 feet, through a central angle of 04°48'30", a chord bearing N 34°02'51" W and a chord distance of 257.15 feet, from which point the radius point bears N 53°32'54" E;

Thence N 24°54'48" W a distance of 150.88 feet;

Thence 778.43 feet along the arc of a non-tangent curve to the right, having a radius of 3051.00 feet, through a central angle of 14°37'06", a chord bearing N 21°31'09" W and a chord distance of 776.32 feet, from which point the radius point bears N 61°10'18" E;

Thence N 14°12'36" W a distance of 230.81 feet;

Thence 715.09 feet along the arc of a curve to the left, having a radius of 2949.00 feet, through a central angle of 13°53'36", a chord bearing N 21°09'24" W and a chord distance of 713.34 feet;

Thence N 42°33'11" W a distance of 41.16 feet;

Thence 73.61 feet along the arc of a non-tangent curve to the left, having a radius of 2939.00 feet, through a central angle of 01°26'06", a chord bearing N 29°35'52" W and a chord distance of 73.60 feet, from which point the radius point bears S 61°07'11" W;

Thence N 25°24'48" W a distance of 110.46 feet;

Thence N 59°22'14" E a distance of 112.00 feet;

Thence S 31°59'09" E a distance of 21.01 feet;

Thence N 59°22'09" E a distance of 120.96 feet;

Thence 197.98 feet along the arc of a curve to the left, having a radius of 616.00 feet, through a central angle of 18°24'52", a chord bearing N 50°09'43" E and a chord distance of 197.13 feet;

Thence N 40°57'17" E a distance of 105.67 feet;

Thence 276.44 feet along the arc of a curve to the right, having a radius of 584.00 feet, through a central angle of 27°07'18", a chord bearing N 54°30'56" E and a chord distance of 273.87 feet;

Thence N 68°04'35" E a distance of 280.25 feet;

Thence 937.81 feet along the arc of a non-tangent curve to the right, having a radius of 832.00 feet, through a central angle of 64°34'57", a chord bearing N 12°42'34" E and a chord distance of 888.95 feet, from which point the radius point bears N 70°25'05" E;

Thence N 45°00'00" E a distance of 317.12 feet;

Thence 402.22 feet along the arc of a curve to the left, having a radius of 798.00 feet, through a central angle of 28°52'44", a chord bearing N 30°33'38" E and a chord distance of 397.97 feet;

Thence S 73°19'25" E a distance of 104.00 feet;

Thence 453.63 feet along the arc of a non-tangent curve to the right, having a radius of 902.00 feet, through a central angle of 28°48'53", a chord bearing S 30°35'33" W and a chord distance of 448.86 feet, from which point the radius point bears N 73°48'53" W;

Thence S 45°00'00" W a distance of 317.12 feet;

Thence 1204.15 feet along the arc of a non-tangent curve to the left, having a radius of 728.00 feet, through a central angle of 94°46'13", a chord bearing S 02°23'04" E and a chord distance of 1071.50 feet, from which point the radius point bears S 44°59'58" E;

Thence N 41°23'11" E a distance of 810.35 feet;

Thence S 67°07'49" E a distance of 42.76 feet;

Thence S 83°06'40" E a distance of 279.62 feet;

Thence S 00°00'00" E a distance of 228.68 feet;

Thence S 28°15'43" E a distance of 231.93 feet;

Thence S 29°34'22" E a distance of 54.49 feet;

Thence N 48°34'59" E a distance of 252.20 feet;

Thence 680.94 feet along the arc of a curve to the right, having a radius of 942.00 feet, through a central angle of 41°25'01", a chord bearing N 69°17'29" E and a chord distance of 666.21 feet;

Thence N 90°00'00" E a distance of 360.10 feet;

Thence 825.19 feet along the arc of a curve to the left, having a radius of 788.00 feet, through a central angle of 60°00'00", a chord bearing N 60°00'00" E and a chord distance of 788.00 feet;

Thence N 30°00'00" E a distance of 214.31 feet;

Thence S 60°13'47" E a distance of 104.00 feet;

Thence S 30°00'00" W a distance of 214.73 feet;

Thence 934.10 feet along the arc of a curve to the right, having a radius of 892.00 feet, through a central angle of 60°00'00", a chord bearing S 60°00'00" W and a chord distance of 892.00 feet;

Thence S 90°00'00" W a distance of 360.10 feet;

Thence 605.76 feet along the arc of a curve to the left, having a radius of 838.00 feet, through a central angle of 41°25'01", a chord bearing S 69°17'29" W and a chord distance of 592.66 feet;

Thence S 48°34'59" W a distance of 274.01 feet;

Thence S 29°34'22" E a distance of 74.14 feet;

Thence S 62°32'32" E a distance of 285.77 feet;

Thence N 65°48'24" E a distance of 238.09 feet;

Thence S 26°34'36" E a distance of 150.01 feet;

Thence S 09°01'11" E a distance of 149.11 feet;

Thence S 07°07'42" W a distance of 94.95 feet;

Thence S 15°15'44" E a distance of 241.76 feet;

Thence S 67°00'46" E a distance of 360.31 feet;

Thence S 27°12'24" E a distance of 283.86 feet;

Thence N 73°00'06" E a distance of 438.97 feet;

Thence 245.18 feet along the arc of a curve to the right, having a radius of 1947.00 feet, through a central angle of 07°12'54", a chord bearing N 76°36'33" E and a chord distance of 245.01 feet;

Thence S 09°47'00" E a distance of 93.00 feet;

Thence 233.47 feet along the arc of a non-tangent curve to the left, having a radius of 1854.00 feet, through a central angle of 07°12'54", a chord bearing S 76°36'33" W and a chord distance of 233.31 feet, from which point the radius point bears S 09°47'00" E;

Thence S 73°00'06" W a distance of 1080.38 feet;

June 4, 2003
Shea Sunbelt Pleasant Point, L.L.C.
2002 Mass Grading Takedown

Thence 376.01 feet along the arc of a non-tangent curve to the left, having a radius of 2954.00 feet, through a central angle of 07°17'35", a chord bearing S 69°25'57" W and a chord distance of 375.76 feet, from which point the radius point bears S 16°55'15" E;

Thence S 27°33'11" E a distance of 1227.02 feet;

Thence 140.05 feet along the arc of a non-tangent curve to the left, having a radius of 145.00 feet, through a central angle of 55°20'20", a chord bearing S 55°13'14" E and a chord distance of 134.67 feet, from which point the radius point bears N 62°26'56" E;

Thence 262.32 feet along the arc of a reverse curve to the right, having a radius of 255.00 feet, through a central angle of 58°56'28", a chord bearing S 53°25'10" E and a chord distance of 250.91 feet;

Thence 137.21 feet along the arc of a reverse curve to the left, having a radius of 145.00 feet, through a central angle of 54°13'09", a chord bearing S 51°03'31" E and a chord distance of 132.15 feet;

Thence S 08°43'11" W a distance of 142.29 feet;

Thence 137.22 feet along the arc of a non-tangent curve to the left, having a radius of 145.00 feet, through a central angle of 54°13'21", a chord bearing S 68°30'24" W and a chord distance of 132.16 feet, from which point the radius point bears S 05°37'05" W;

Thence 214.21 feet along the arc of a reverse curve to the right, having a radius of 255.00 feet, through a central angle of 48°07'51", a chord bearing S 65°27'40" W and a chord distance of 207.97 feet;

Thence 148.90 feet along the arc of a reverse curve to the left, having a radius of 145.00 feet, through a central angle of 58°50'07", a chord bearing S 60°06'32" W and a chord distance of 142.44 feet;

Thence S 30°41'28" W a distance of 439.61 feet;

Thence 1223.52 feet along the arc of a non-tangent curve to the right, having a radius of 7051.00 feet, through a central angle of 09°56'32", a chord bearing S 53°06'02" E and a chord distance of 1221.97 feet, from which point the radius point bears S 31°55'42" W;

Thence S 48°07'46" E a distance of 341.03 feet;

Thence S 62°08'30" E a distance of 49.56 feet;

Thence S 48°07'46" E a distance of 73.25 feet;

Thence S 48°44'20" E a distance of 188.09 feet;

Thence S 48°07'46" E a distance of 258.10 feet;

Thence S 43°20'08" E a distance of 182.31 feet;

Thence 352.26 feet along the arc of a non-tangent curve to the right, having a radius of 5051.00 feet, through a central angle of 03°59'45", a chord bearing S 44°51'51" E and a chord distance of 352.19 feet, from which point the radius point bears S 43°08'16" W;

Thence S 42°51'59" E a distance of 287.17 feet;

Thence S 89°30'44" E a distance of 1103.15 feet;

Thence S 89°47'14" E a distance of 2464.81 feet;

Thence N 00°08'29" E a distance of 354.24 feet;

Thence N 89°09'15" E a distance of 223.72 feet;

Thence S 00°50'45" E a distance of 100.00 feet;

Thence S 89°09'15" W a distance of 125.42 feet;

Thence S 00°08'29" W a distance of 356.08 feet;

June 4, 2003
Shea Sunbelt Pleasant Point, L.L.C.
2002 Mass Grading Takedown
Page 13 of 21

Thence N 89°47'14" W a distance of 2565.18 feet;

Thence N 89°30'44" W a distance of 2646.01 feet to the POINT OF BEGINNING;

AND,

A parcel of land lying within the Southwest Quarter of Section 30, Township 5 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the south quarter corner of said Section 30, from which the southwest corner of Section 30 bears S 89°09'15" W a distance of 2636.94 feet;

Thence N 87°30'40" W a distance of 1719.22 feet, to the POINT OF BEGINNING;

Thence S 89°09'15" W a distance of 795.21 feet;

Thence N 22°51'50" E a distance of 2280.72 feet;

Thence S 29°40'41" E a distance of 307.24 feet;

Thence S 10°52'31" W a distance of 395.74 feet;

Thence S 00°45'13" E a distance of 393.01 feet;

Thence S 09°33'57" W a distance of 135.34 feet;

Thence S 23°09'06" W a distance of 592.19 feet;

Thence S 12°40'07" E a distance of 372.35 feet, to the POINT OF BEGINNING;

EXCEPT,

June 4, 2003
Shea Sunbelt Pleasant Point, L.L.C.
2002 Mass Grading Takedown
Page 14 of 21

A parcel of land lying within the Southwest Quarter of Section 25, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southwest corner of said Section 25, from which point the West Quarter corner of Section 25 bears N 00°13'14" E a distance of 2638.11 feet;

Thence N 25°21'59" E a distance of 110.23 feet to the POINT OF BEGINNING;

Thence 144.56 feet along the arc of a curve to the right, having a radius of 1162.00 feet, through a central angle of 07°07'40", a chord bearing N 39°34'34" E and a chord distance of 144.46 feet, from which point the radius point bears S 53°59'16" E;

Thence N 43°08'24" E a distance of 346.76 feet;

Thence N 47°42'50" E a distance of 150.48 feet;

Thence N 43°08'24" E a distance of 292.58 feet;

Thence S 52°22'50" E a distance of 21.09 feet;

Thence S 48°07'46" E a distance of 328.62 feet;

Thence 454.60 feet along the arc of a curve to the right, having a radius of 4949.00 feet, through a central angle of 05°15'47", a chord bearing S 45°29'53" E and a chord distance of 454.46 feet;

Thence S 42°51'59" E a distance of 190.87 feet;

Thence N 89°30'44" W a distance of 1355.96 feet to the POINT OF BEGINNING;

Said Description contains 11.0215 feet acres, more or less.

EXCEPT,

June 4, 2003
Shea Sunbelt Pleasant Point, L.L.C.
2002 Mass Grading Takedown
Page 15 of 21

A parcel of land lying within the East Half of Section 26, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the East Quarter corner of said Section 26, from which point the Northeast corner of Section 26 bears N 00°13'20" E a distance of 2639.23 feet;

Thence S 54°57'38" W a distance of 982.68 feet to the POINT OF BEGINNING;

Thence 379.17 feet along the arc of a curve to the left, having a radius of 7051.00 feet, through a central angle of 03°04'52", a chord bearing N 60°37'12" W and a chord distance of 379.13 feet, from which point the radius point bears S 30°55'14" W;

Thence N 62°09'38" W a distance of 342.02 feet;

Thence N 27°50'22" E a distance of 2.00 feet;

Thence 779.37 feet along the arc of a non-tangent curve to the right, having a radius of 2947.00 feet, through a central angle of 15°09'09", a chord bearing N 54°35'03" W and a chord distance of 777.10 feet, from which point the radius point bears N 27°50'22" E;

Thence N 40°41'46" W a distance of 138.55 feet;

Thence 250.28 feet along the arc of a non-tangent curve to the right, having a radius of 2935.00 feet, through a central angle of 04°53'09", a chord bearing N 41°52'33" W and a chord distance of 250.20 feet, from which point the radius point bears N 45°40'53" E;

Thence N 30°11'41" W a distance of 21.02 feet;

Thence N 52°05'24" E a distance of 86.99 feet;

Thence N 38°04'40" E a distance of 46.13 feet;

Thence N 52°05'24" E a distance of 808.06 feet;

Thence 541.03 feet along the arc of a curve to the right, having a radius of 2954.00 feet, through a central angle of 10°29'38", a chord bearing N 57°20'13" E and a chord distance of 540.28 feet;

Thence S 27°33'11" E a distance of 1232.03 feet;

Thence 140.04 feet along the arc of a curve to the right, having a radius of 145.00 feet, through a central angle of 55°20'12", a chord bearing S 00°06'55" W and a chord distance of 134.66 feet;

Thence 248.91 feet along the arc of a reverse curve to the left, having a radius of 255.00 feet, through a central angle of 55°55'40", a chord bearing S 00°10'49" E and a chord distance of 239.15 feet;

Thence 148.90 feet along the arc of a reverse curve to the right, having a radius of 145.00 feet, through a central angle of 58°50'07", a chord bearing S 01°16'25" W and a chord distance of 142.44 feet;

Thence S 30°41'28" W a distance of 438.02 feet to the POINT OF BEGINNING;

Said Description contains 44.4019 feet acres, more or less.

EXCEPT,

A parcel of land lying within the South Half of Section 23 and the North Half of Section 26, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the North Quarter corner of said Section 26, from which point the Northeast corner of Section 26 bears S 89°38'43" E a distance of 2643.17 feet;

Thence N 12°43'32" E a distance of 589.75 feet to the POINT OF BEGINNING;

Thence 500.49 feet along the arc of a curve to the left, having a radius of 832.00 feet, through a central angle of 34°27'58", a chord bearing S 41°29'56" E and a chord distance of 492.97 feet, from which point the radius point bears N 65°44'03" E;

Thence S 58°43'55" E a distance of 238.05 feet;

Thence 195.21 feet along the arc of a curve to the right, having a radius of 240.00 feet, through a central angle of 46°36'09", a chord bearing S 35°25'50" E and a chord distance of 189.87 feet;

Thence 199.68 feet along the arc of a curve to the left, having a radius of 185.00 feet, through a central angle of 61°50'30", a chord bearing S 43°03'01" E and a chord distance of 190.13 feet;

Thence 117.47 feet along the arc of a curve to the right, having a radius of 145.00 feet, through a central angle of 46°25'05", a chord bearing S 50°45'44" E and a chord distance of 114.28 feet;

Thence S 27°33'11" E a distance of 979.83 feet;

Thence 557.83 feet along the arc of a non-tangent curve to the left, having a radius of 3047.00 feet, through a central angle of 10°29'22", a chord bearing S 57°20'05" W and a chord distance of 557.06 feet, from which point the radius point bears S 27°25'14" E;

Thence S 52°05'24" W a distance of 518.43 feet;

Thence S 56°39'50" W a distance of 137.94 feet;

Thence S 51°58'40" W a distance of 266.66 feet;

Thence N 82°13'47" W a distance of 31.48 feet;

Thence 74.01 feet along the arc of a non-tangent curve to the right, having a radius of 2937.00 feet, through a central angle of 01°26'38", a chord bearing N 35°37'38" W and a chord distance of 74.01 feet, from which point the radius point bears N 53°39'03" E;

Thence N 48°34'40" W a distance of 49.13 feet;

Thence 1017.44 feet along the arc of a non-tangent curve to the right, having a radius of 2949.00 feet, through a central angle of 19°46'04", a chord bearing N 24°05'38" W and a chord distance of 1012.40 feet, from which point the radius point bears N 56°01'20" E;

Thence N 14°12'36" W a distance of 230.81 feet;

Thence 858.21 feet along the arc of a curve to the left, having a radius of 3051.00 feet, through a central angle of 16°07'00", a chord bearing N 22°16'06" W and a chord distance of 855.39 feet;

Thence N 03°58'45" W a distance of 23.50 feet;

Thence N 59°22'09" E a distance of 120.96 feet;

Thence 219.83 feet along the arc of a curve to the left, having a radius of 684.00 feet, through a central angle of 18°24'52", a chord bearing N 50°09'43" E and a chord distance of 218.89 feet;

Thence N 40°57'17" E a distance of 105.67 feet;

Thence 244.25 feet along the arc of a curve to the right, having a radius of 516.00 feet, through a central angle of 27°07'18", a chord bearing N 54°30'56" E and a chord distance of 241.98 feet;

Thence N 68°04'35" E a distance of 280.25 feet;

Said Description contains 67.3774 feet acres, more or less.

EXCEPT,

A parcel of land lying within Section 26 and the Northwest Quarter of Section 35, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the North Quarter corner of said Section 26, from which point the Northeast corner of Section 26 bears S 89°38'43" E a distance of 2643.17 feet;

Thence S 42°32'17" W a distance of 1382.95 feet to the POINT OF BEGINNING;

Thence S 03°20'47" E a distance of 624.77 feet;

Thence S 26°00'00" E a distance of 561.05 feet;

June 4, 2003
Shea Sunbelt Pleasant Point, L.L.C.
2002 Mass Grading Takedown

Thence 386.20 feet along the arc of a curve to the left, having a radius of 175.00 feet, through a central angle of 126°26'36", a chord bearing S 89°13'18" E and a chord distance of 312.46 feet;

Thence S 65°43'09" E a distance of 575.04 feet;

Thence 63.40 feet along the arc of a non-tangent curve to the left, having a radius of 75.00 feet, through a central angle of 48°26'15", a chord bearing S 07°36'01" E and a chord distance of 61.53 feet, from which point the radius point bears S 73°22'54" E;

Thence S 31°49'09" E a distance of 842.55 feet;

Thence S 63°00'00" E a distance of 243.12 feet;

Thence S 51°54'45" W a distance of 501.69 feet;

Thence S 13°04'01" W a distance of 104.46 feet;

Thence 108.41 feet along the arc of a non-tangent curve to the left, having a radius of 75.00 feet, through a central angle of 82°49'09", a chord bearing S 61°39'27" W and a chord distance of 99.22 feet, from which point the radius point bears S 13°04'01" W;

Thence S 20°14'52" W a distance of 833.32 feet;

Thence S 05°14'59" E a distance of 434.75 feet;

Thence 103.79 feet along the arc of a curve to the left, having a radius of 175.00 feet, through a central angle of 33°58'50", a chord bearing S 22°14'24" E and a chord distance of 102.27 feet;

Thence S 50°46'11" W a distance of 54.53 feet;

Thence 72.32 feet along the arc of a non-tangent curve to the left, having a radius of 75.00 feet, through a central angle of 55°15'03", a chord bearing N 66°51'20" W and a chord distance of 69.55 feet, from which point the radius point bears S 50°46'11" W;

Thence S 85°31'08" W a distance of 512.57 feet;

Thence 324.16 feet along the arc of a curve to the left, having a radius of 175.00 feet, through a central angle of 106°07'54", a chord bearing S 32°27'11" W and a chord distance of 279.76 feet;

Thence S 66°06'41" W a distance of 114.98 feet;

Thence 133.42 feet along the arc of a non-tangent curve to the left, having a radius of 75.00 feet, through a central angle of 101°55'41", a chord bearing N 82°30'53" W and a chord distance of 116.51 feet, from which point the radius point bears S 58°26'57" W;

Thence S 46°31'16" W a distance of 841.93 feet;

Thence N 15°43'10" E a distance of 396.76 feet;

Thence N 03°00'00" E a distance of 419.50 feet;

Thence 152.06 feet along the arc of a curve to the left, having a radius of 175.00 feet, through a central angle of 49°47'09", a chord bearing N 21°53'35" W and a chord distance of 147.32 feet;

Thence N 39°56'18" E a distance of 306.46 feet;

Thence 140.43 feet along the arc of a non-tangent curve to the left, having a radius of 75.00 feet, through a central angle of 107°16'41", a chord bearing N 68°38'13" E and a chord distance of 120.79 feet, from which point the radius point bears N 32°16'34" E;

Thence N 14°59'53" E a distance of 826.16 feet;

Thence N 06°00'00" W a distance of 727.85 feet;

Thence N 03°00'00" W a distance of 245.42 feet;

Thence 334.54 feet along the arc of a curve to the left, having a radius of 175.00 feet, through a central angle of 109°31'44", a chord bearing N 57°45'52" W and a chord distance of 285.88 feet;

June 4, 2003
Shea Sunbelt Pleasant Point, L.L.C.
2002 Mass Grading Takedown
Page 21 of 21

Thence N 25°48'17" W a distance of 226.49 feet;

Thence 115.65 feet along the arc of a non-tangent curve to the left, having a radius of 75.00 feet, through a central angle of 88°21'08", a chord bearing N 12°21'25" E and a chord distance of 104.53 feet, from which point the radius point bears N 33°28'01" W;

Thence N 31°49'09" W a distance of 753.78 feet;

Thence N 06°06'16" W a distance of 266.48 feet;

Thence N 53°10'56" E a distance of 951.56 feet to the POINT OF BEGINNING;

Said Descriptions, less described exceptions contain 622.83 acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32"W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
Date Signed 6-4-03
ARIZONA, U.S.A.

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May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (4)
2003 Takedown
Page 1 of 10

LEGAL DESCRIPTION

A parcel of land lying within the Southeast Quarter of Section 24, and the North Half of Section 25, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the north quarter corner of said Section 25, from which point the northwest corner of said Section 25 bears N 89°42'19" W a distance of 2638.71 feet;

Thence N 80°51'32" E a distance of 721.03 feet to the POINT OF BEGINNING;

Thence S 01°55'17" W a distance of 55.07 feet;

Thence S 22°06'10" W a distance of 937.05 feet;

Thence S 27°50'33" W a distance of 119.99 feet;

Thence S 22°06'10" W a distance of 238.74 feet;

Thence S 67°35'32" W a distance of 42.06 feet;

Thence N 66°55'06" W a distance of 1230.61 feet;

Thence 301.30 feet along the arc of a curve to the left, having a radius of 1944.00 feet, through a central angle of 08°52'50", a chord bearing N 71°21'31" W and a chord distance of 301.00 feet;

Thence N 11°16'18" E a distance of 21.03 feet;

Thence 305.64 feet along the arc of a non-tangent curve to the right, having a radius of 1965.00 feet, through a central angle of 08°54'42", a chord bearing S 71°22'27" E and a chord distance of 305.33 feet, from which point the radius point bears S 14°10'12" W;

Thence S 66°55'06" E a distance of 1217.22 feet;

Thence N 67°35'32" E a distance of 46.32 feet;

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May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (4)
2003 Takedown
Page 2 of 10

Thence N 22°06'10" E a distance of 223.97 feet;

Thence N 27°48'48" E a distance of 30.15 feet;

Thence N 22°06'10" E a distance of 1068.68 feet to the POINT OF BEGINNING;

Said Description contains 1.2703 acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32" W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

AND,

A parcel of land lying within the North Half of Section 25, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the north quarter corner of said Section 25, from which point the northwest corner of said Section 25 bears N 89°42'19" W a distance of 2638.71 feet;

Thence S 46°26'43" W a distance of 1176.55 feet to the POINT OF BEGINNING;

Thence S 66°55'06" E a distance of 719.43 feet;

Thence S 61°10'45" E a distance of 120.00 feet;

Thence S 66°55'06" E a distance of 251.96 feet;

Thence S 22°24'28" E a distance of 42.79 feet;

Thence S 22°06'10" W a distance of 22.57 feet;

Thence S 33°24'53" W a distance of 71.39 feet;

Thence 36.92 feet along the arc of a non-tangent curve to the right, having a radius of 6925.00 feet, through a central angle of 00°18'20", a chord bearing S 22°18'27" W and a chord distance of 36.92 feet, from which point the radius point bears N 67°50'43" W;

Thence N 67°17'30" W a distance of 5.00 feet;

Thence 43.17 feet along the arc of a non-tangent curve to the left, having a radius of 6920.00 feet, through a central angle of 00°21'27", a chord bearing N 22°16'53" E and a chord distance of 43.17 feet, from which point the radius point bears N 67°32'24" W;

Thence N 22°06'10" E a distance of 83.36 feet;

Thence N 22°24'28" W a distance of 33.15 feet;

Thence N 66°55'06" W a distance of 240.39 feet;

Thence N 61°10'45" W a distance of 10.00 feet;

Thence N 66°55'06" W a distance of 828.37 feet;

Thence N 23°04'54" E a distance of 21.00 feet to the POINT OF BEGINNING;

Said Description contains 0.4908 acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32" W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

AND,

A parcel of land lying within the North Half, and Southwest Quarter of Section 25, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the north quarter corner of said Section 25, from which point the northwest corner of said Section 25 bears N 89°42'19" W a distance of 2638.71 feet;

May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (4)
2003 Takedown
Page 4 of 10

Thence S 03°22'53" E a distance of 1431.85 feet to the POINT OF BEGINNING;

Thence S 02°40'21" W a distance of 54.90 feet;

Thence 2422.84 feet along the arc of a non-tangent curve to the right, having a radius of 6939.00 feet, through a central angle of 20°00'20", a chord bearing S 33°08'14" W and a chord distance of 2410.55 feet, from which point the radius point bears N 66°51'56" W;

Thence S 43°08'24" W a distance of 154.12 feet;

Thence N 32°11'17" W a distance of 7.58 feet;

Thence 13.69 feet along the arc of a curve to the right, having a radius of 25.00 feet, through a central angle of 31°22'57", a chord bearing N 16°29'49" W and a chord distance of 13.52 feet;

Thence N 43°08'24" E a distance of 145.36 feet;

Thence 2467.67 feet along the arc of a curve to the left, having a radius of 6920.00 feet, through a central angle of 20°25'53", a chord bearing N 32°55'27" E and a chord distance of 2454.59 feet to the POINT OF BEGINNING;

Said Description contains 1.1324 acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32" W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

AND,

A parcel of land lying within the Southwest Quarter of Section 25, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the south quarter corner of said Section 25, from which point the southwest corner of said Section 25 bears N 89°42'19" W a distance of 2638.71 feet;

May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (4)
2003 Takedown
Page 5 of 10

Thence S 20°45'43" W a distance of 3872.52 feet to the POINT OF BEGINNING;

Thence 4.25 feet along the arc of a non-tangent curve to the left, having a radius of 55.00 feet, through a central angle of 04°25'52", a chord bearing S 29°58'21" E and a chord distance of 4.25 feet, from which point the radius point bears N 62°14'36" E;

Thence S 32°11'17" E a distance of 15.43 feet;

Thence S 43°08'24" W a distance of 526.13 feet;

Thence S 48°52'45" W a distance of 120.00 feet;

Thence S 43°08'24" W a distance of 74.66 feet;

Thence N 48°07'46" W a distance of 10.00 feet;

Thence N 43°08'24" E a distance of 80.65 feet;

Thence N 47°42'50" E a distance of 37.62 feet;

Thence N 43°08'24" E a distance of 607.41 feet to the POINT OF BEGINNING;

Said Description contains 0.2851 acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32" W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

AND,

A parcel of land lying within the Southwest Quarter of Section 25, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the south quarter corner of said Section 25, from which point the southwest corner of said Section 25 bears N 89°30'44" W a distance of 2646.01 feet;

May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (4)
2003 Takedown
Page 6 of 10

Thence N 59°13'54" W a distance of 2017.57 feet to the POINT OF BEGINNING;

Thence N 22°57'31" E a distance of 55.07 feet;

Thence N 43°08'24" E a distance of 628.90 feet;

Thence S 32°11'17" E a distance of 19.64 feet;

Thence S 43°08'24" W a distance of 675.62 feet to the POINT OF BEGINNING;

Said Description contains 0.2845 acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32" W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

AND,

A parcel of land lying within the North Half, and the Southwest Quarter of Section 25, and the Southeast Quarter of Section 24, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the south quarter corner of said Section 25, from which point the southwest corner of said Section 25 bears N 89°30'44" W a distance of 2646.01 feet;

Thence N 38°56'04" W a distance of 1989.72 feet to the POINT OF BEGINNING;

Thence N 32°11'17" W a distance of 19.64 feet;

Thence N 43°08'24" E a distance of 186.06 feet;

Thence 2592.58 feet along the arc of a curve to the left, having a radius of 7061.00 feet, through a central angle of 21°02'14", a chord bearing N 32°37'17" E and a chord distance of 2578.04 feet;

Thence N 22°06'10" E a distance of 1404.95 feet;

Thence N 27°50'30" E a distance of 120.00 feet;

Thence N 22°06'10" E a distance of 256.00 feet;

Thence N 67°06'10" E a distance of 42.43 feet;

Thence S 67°53'50" E a distance of 24.55 feet;

Thence S 22°06'10" W a distance of 19.00 feet;

Thence S 67°06'10" W a distance of 63.00 feet;

Thence S 22°06'10" W a distance of 222.95 feet;

Thence S 27°50'30" W a distance of 30.00 feet;

Thence S 22°06'10" W a distance of 1494.00 feet;

Thence 2599.55 feet along the arc of a curve to the right, having a radius of 7080.00 feet, through a central angle of 21°02'14", a chord bearing S 32°37'17" W and a chord distance of 2584.98 feet;

Thence S 43°08'24" W a distance of 191.04 feet to the POINT OF BEGINNING;

Said Description contains 1.9616 acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32" W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

AND,

A parcel of land lying within the Northeast Quarter of Section 26, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (4)
2003 Takedown
Page 8 of 10

Commencing at the east quarter corner of said Section 26, from which point the northeast corner of said Section 26 bears N 00°13'20" E a distance of 2639.23 feet;

Thence N 43°18'48" W a distance of 252.57 feet to the POINT OF BEGINNING;

Thence 29.04 feet along the arc of a non-tangent curve to the right, having a radius of 50.00 feet, through a central angle of 33°16'48", a chord bearing N 55°17'26" W and a chord distance of 28.64 feet, from which point the radius point bears N 18°04'10" E;

Thence 201.77 feet along the arc of a reverse curve to the left, having a radius of 200.00 feet, through a central angle of 57°48'08", a chord bearing N 67°33'07" W and a chord distance of 193.32 feet;

Thence 60.13 feet along the arc of a reverse curve to the right, having a radius of 50.00 feet, through a central angle of 68°53'59", a chord bearing N 62°00'11" W and a chord distance of 56.57 feet;

Thence N 27°33'11" W a distance of 1324.96 feet;

Thence 418.57 feet along the arc of a non-tangent curve to the right, having a radius of 2954.00 feet, through a central angle of 08°07'07", a chord bearing N 69°01'11" E and a chord distance of 418.22 feet, from which point the radius point bears S 25°02'22" E;

Thence N 73°00'06" E a distance of 705.85 feet;

Thence S 04°05'16" W a distance of 20.36 feet;

Thence S 73°00'06" W a distance of 702.52 feet;

Thence 365.82 feet along the arc of a curve to the left, having a radius of 2935.00 feet, through a central angle of 07°08'29", a chord bearing S 69°25'52" W and a chord distance of 365.58 feet;

Thence S 18°50'54" W a distance of 48.59 feet;

Thence S 27°33'11" E a distance of 1270.09 feet;

May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (4)
2003 Takedown
Page 9 of 10

Thence 48.10 feet along the arc of a curve to the left, having a radius of 40.00 feet, through a central angle of 68°53'59", a chord bearing S 62°00'11" E and a chord distance of 45.25 feet;

Thence 239.37 feet along the arc of a reverse curve to the right, having a radius of 210.00 feet, through a central angle of 65°18'34", a chord bearing S 63°47'54" E and a chord distance of 226.62 feet to the POINT OF BEGINNING;

Said Description contains 0.8663 acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32" W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

AND,

A parcel of land lying within the Southeast Quarter of Section 24, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the south quarter corner of said Section 24, from which point the southeast corner of said Section 24 bears S 89°40'20" E a distance of 2566.59 feet;

Thence N 70°45'37" E a distance of 1097.53 feet to the POINT OF BEGINNING;

Thence N 67°53'50" W a distance of 36.55 feet;

Thence N 22°53'50" W a distance of 42.43 feet;

Thence N 67°53'50" W a distance of 61.00 feet;

Thence S 22°06'10" W a distance of 12.00 feet;

Thence N 67°53'50" W a distance of 73.00 feet;

Thence N 22°06'10" E a distance of 36.55 feet;

May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (4)
2003 Takedown
Page 10 of 10

Thence S 67°53'50" E a distance of 153.00 feet;

Thence S 22°53'50" E a distance of 61.59 feet;

Thence S 67°53'50" E a distance of 4.00 feet;

Thence S 22°06'10" W a distance of 11.00 feet to the POINT OF BEGINNING;

Said Description contains 0.1429 acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32" W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

Said Descriptions contain a combined acreage of 6.4339 acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
Date Signed 5-21-03
ARIZONA, U.S.A.

Stanley Consultants INC.

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May 20, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (3)
2003 Takedown
Page 1 of 12

LEGAL DESCRIPTION

A parcel of land lying within the Southwest Quarter of Section 23 and the North Half of Section 26, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the West Quarter corner of Section 23, from which point the Southwest corner of Section 23 bears S 00°13'12" W a distance of 2639.81 feet;

Thence S 43°44'20" E a distance of 1836.19 feet to the POINT OF BEGINNING;

Thence S 89°41'47" E a distance of 19.22 feet;

Thence 990.19 feet along the arc of a non-tangent curve to the left, having a radius of 2556.00 feet, through a central angle of 22°11'47", a chord bearing S 19°31'58" E and a chord distance of 984.02 feet, from which point the radius point bears N 81°33'56" E;

Thence S 30°37'51" E a distance of 380.26 feet;

Thence S 14°22'09" W a distance of 42.43 feet;

Thence S 30°37'33" E a distance of 66.00 feet;

Thence S 75°32'29" E a distance of 35.33 feet;

Thence 70.59 feet along the arc of a non-tangent curve to the right, having a radius of 2939.00 feet, through a central angle of 01°22'34", a chord bearing S 29°34'06" E and a chord distance of 70.58 feet, from which point the radius point bears S 59°44'37" W;

Thence S 42°33'11" E a distance of 41.16 feet;

Thence 715.09 feet along the arc of a non-tangent curve to the right, having a radius of 2949.00 feet, through a central angle of 13°53'36", a chord bearing S 21°09'24" E and a chord distance of 713.34 feet, from which point the radius point bears S 61°53'48" W;

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May 20, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (3)
2003 Takedown
Page 2 of 12

Thence S 14°12'36" E a distance of 230.81 feet;

Thence 778.43 feet along the arc of a curve to the left, having a radius of 3051.00 feet, through a central angle of 14°37'06", a chord bearing S 21°31'09" E and a chord distance of 776.32 feet;

Thence S 24°54'48" E a distance of 150.88 feet;

Thence 257.22 feet along the arc of a non-tangent curve to the left, having a radius of 3065.00 feet, through a central angle of 04°48'30", a chord bearing S 34°02'51" E and a chord distance of 257.15 feet, from which point the radius point bears N 58°21'24" E;

Thence S 38°39'15" E a distance of 158.01 feet;

Thence 73.33 feet along the arc of a non-tangent curve to the left, having a radius of 3063.00 feet, through a central angle of 01°22'18", a chord bearing S 40°05'33" E and a chord distance of 73.33 feet, from which point the radius point bears N 50°35'36" E;

Thence S 55°07'11" E a distance of 41.44 feet;

Thence 61.29 feet along the arc of a non-tangent curve to the left, having a radius of 3053.00 feet, through a central angle of 01°09'01", a chord bearing S 42°06'26" E and a chord distance of 61.30 feet, from which point the radius point bears N 48°28'05" E;

Thence S 47°19'04" W a distance of 27.89 feet;

Thence 9.08 feet along the arc of a non-tangent curve to the left, having a radius of 75.00 feet, through a central angle of 06°56'23", a chord bearing N 49°39'02" W and a chord distance of 9.08 feet, from which point the radius point bears S 43°49'09" W;

Thence 145.86 feet along the arc of a non-tangent curve to the right, having a radius of 3082.00 feet, through a central angle of 02°42'42", a chord bearing N 41°09'32" W and a chord distance of 145.86 feet, from which point the radius point bears N 47°29'07" E;

Thence N 83°35'40" W a distance of 48.39 feet;

Thence N 26°53'41" E a distance of 23.49 feet;

Thence N 37°54'36" W a distance of 102.00 feet;

Thence N 86°04'44" W a distance of 31.49 feet;

Thence N 07°38'30" E a distance of 61.71 feet;

Thence 1163.72 feet along the arc of a non-tangent curve to the right, having a radius of 3075.00 feet, through a central angle of 21°41'00", a chord bearing N 25°03'06" W and a chord distance of 1156.79 feet, from which point the radius point bears N 54°06'24" E;

Thence N 14°12'36" W a distance of 230.81 feet;

Thence 795.40 feet along the arc of a curve to the left, having a radius of 2925.00 feet, through a central angle of 15°34'50", a chord bearing N 22°00'01" W and a chord distance of 792.96 feet;

Thence N 75°32'29" W a distance of 42.08 feet;

Thence N 30°37'00" W a distance of 103.90 feet;

Thence N 14°22'09" E a distance of 42.43 feet;

Thence N 30°37'51" W a distance of 361.26 feet;

Thence 1000.48 feet along the arc of a curve to the right, having a radius of 2575.00 feet, through a central angle of 22°15'41", a chord bearing N 19°30'01" W and a chord distance of 994.20 feet to the POINT OF BEGINNING;

Said Description contains 2.0291 feet acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32"W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

AND;

May 20, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (3)
2003 Takedown
Page 4 of 12

A parcel of land lying within the Southwest Quarter of Section 25, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southwest corner of Section 25, from which point the South Quarter corner of Section 25 bears S 89°38'43" E a distance of 2646.01 feet;

Thence S 25°21'59" W a distance of 110.23 feet to the POINT OF BEGINNING;

Thence 144.56 feet along the arc of a curve to the right, having a radius of 1162.00 feet, through a central angle of 07°07'40", a chord bearing N 39°34'34" E and a chord distance of 144.46 feet, from which point the radius point bears S 53°59'16" E;

Thence N 43°08'24" E a distance of 346.76 feet;

Thence N 47°42'50" E a distance of 150.48 feet;

Thence N 43°08'24" E a distance of 292.58 feet;

Thence S 52°22'50" E a distance of 21.09 feet;

Thence S 48°07'46" E a distance of 328.62 feet;

Thence 134.24 feet along the arc of a curve to the right, having a radius of 4949.00 feet, through a central angle of 01°33'15", a chord bearing S 47°21'09" E and a chord distance of 134.25 feet;

Thence S 43°25'29" W a distance of 39.27 feet;

Thence N 40°26'23" W a distance of 135.44 feet;

Thence N 43°47'33" W a distance of 39.00 feet;

Thence N 48°07'46" W a distance of 256.43 feet;

May 20, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (3)
2003 Takedown
Page 5 of 12

Thence S 87°30'19" W a distance of 51.03 feet;

Thence S 43°08'24" W a distance of 235.55 feet;

Thence S 48°52'45" W a distance of 120.00 feet;

Thence S 43°08'24" W a distance of 380.65 feet;

Thence 129.42 feet along the arc of a curve to the left, having a radius of 1144.00 feet, through a central angle of 06°28'54", a chord bearing S 39°53'57" W and a chord distance of 129.34 feet;

Thence N 89°30'44" W a distance of 22.21 feet to the POINT OF BEGINNING;

Said Description contains 0.6431 feet acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32"W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

AND;

A parcel of land lying within the East Half of Section 26, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the North Quarter corner of Section 26, from which point the Northeast corner of Section 26 bears N 89°38'43" W a distance of 2643.17 feet;

Thence S 11°31'21" E a distance of 2050.52 feet to the POINT OF BEGINNING;

Thence N 52°05'24" E a distance of 786.12 feet;

Thence 583.53 feet along the arc of a curve to the right, having a radius of 2954.00 feet, through a central angle of 11°19'05", a chord bearing N 57°44'57" E and a chord distance of 582.58 feet;

May 20, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (3)
2003 Takedown
Page 6 of 12

Thence S 27°33'11" E a distance of 1327.38 feet;

Thence 60.13 feet along the arc of a non-tangent curve to the right, having a radius of 50.00 feet, through a central angle of 68°54'23", a chord bearing S 06°53'36" W and a chord distance of 56.57 feet, from which point the radius point bears S 62°26'25" W;

Thence 277.70 feet along the arc of a reverse curve to the left, having a radius of 200.00 feet, through a central angle of 79°33'19", a chord bearing S 01°34'08" W and a chord distance of 255.92 feet;

Thence 60.13 feet along the arc of a reverse curve to the right, having a radius of 50.00 feet, through a central angle of 68°53'59", a chord bearing S 03°45'31" E and a chord distance of 56.57 feet;

Thence S 30°41'28" W a distance of 547.18 feet;

Thence 401.19 feet along the arc of a non-tangent curve to the left, having a radius of 7051.00 feet, through a central angle of 03°15'36", a chord bearing N 60°31'50" W and a chord distance of 401.12 feet, from which point the radius point bears S 31°05'58" W;

Thence N 62°09'38" W a distance of 342.02 feet;

Thence N 27°50'22" E a distance of 2.00 feet;

Thence 779.37 feet along the arc of a non-tangent curve to the right, having a radius of 2947.00 feet, through a central angle of 15°09'09", a chord bearing N 54°35'03" W and a chord distance of 777.10 feet, from which point the radius point bears N 27°50'22" E;

Thence N 40°41'46" W a distance of 138.55 feet;

Thence 123.11 feet along the arc of a non-tangent curve to the right, having a radius of 2935.00 feet, through a central angle of 02°24'12", a chord bearing N 43°07'01" W and a chord distance of 123.11 feet, from which point the radius point bears N 45°40'53" E;

May 20, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (3)
2003 Takedown
Page 7 of 12

Thence N 52°05'24" E a distance of 17.04 feet;

Thence 1029.88 feet along the arc of a non-tangent curve to the left, having a radius of 2918.00 feet, through a central angle of 20°13'19", a chord bearing S 52°02'58" E and a chord distance of 1024.54 feet, from which point the radius point bears N 48°03'41" E;

Thence S 62°09'38" E a distance of 342.02 feet;

Thence 359.17 feet along the arc of a curve to the right, having a radius of 7082.00 feet, through a central angle of 02°54'21", a chord bearing S 60°42'28" E and a chord distance of 359.13 feet;

Thence N 75°50'04" E a distance of 47.33 feet;

Thence N 30°41'28" E a distance of 482.62 feet;

Thence 48.10 feet along the arc of a curve to the left, having a radius of 40.00 feet, through a central angle of 68°53'59", a chord bearing N 03°45'31" W and a chord distance of 45.25 feet;

Thence 291.59 feet along the arc of a reverse curve to the right, having a radius of 210.00 feet, through a central angle of 79°33'19", a chord bearing N 01°34'08" E and a chord distance of 268.72 feet;

Thence 48.10 feet along the arc of a reverse curve to the left, having a radius of 40.00 feet, through a central angle of 68°53'59", a chord bearing N 06°53'48" E and a chord distance of 45.25 feet;

Thence N 27°33'11" W a distance of 1272.99 feet;

Thence N 72°13'05" W a distance of 50.35 feet;

Thence 534.71 feet along the arc of a non-tangent curve to the left, having a radius of 2935.00 feet, through a central angle of 10°26'18", a chord bearing S 57°18'33" W and a chord distance of 533.96 feet, from which point the radius point bears S 27°28'18" E;

May 20, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (3)
2003 Takedown
Page 8 of 12

Thence S 52°05'24" W a distance of 786.12 feet;

Thence N 37°54'36" W a distance of 19.00 feet to the POINT OF BEGINNING;

Said Description contains 2.2974 feet acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32"W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

AND;

A parcel of land lying within the Southwest Quarter of Section 25 and the Southeast Quarter of Section 26, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southwest corner of Section 25, from which point the South Quarter corner of Section 25 bears S 89°30'44" E a distance of 2646.01 feet;

Thence N 25°05'41" E a distance of 1193.25 feet to the POINT OF BEGINNING;

Thence N 48°07'46" W a distance of 292.06 feet;

Thence 371.17 feet along the arc of a curve to the left, having a radius of 7051.00 feet, through a central angle of 03°00'58", a chord bearing N 49°38'15" W and a chord distance of 371.10 feet;

Thence 874.36 feet along the arc of a curve to the left, having a radius of 7051.00 feet, through a central angle of 07°06'18", a chord bearing N 54°41'53" W and a chord distance of 873.81 feet;

Thence N 30°41'28" E a distance of 548.20 feet;

Thence 60.13 feet along the arc of a curve to the right, having a radius of 50.00 feet, through a central angle of 68°54'00", a chord bearing N 65°08'28" E and a chord distance of 56.57 feet;

May 20, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (3)
2003 Takedown
Page 9 of 12

Thence 335.25 feet along the arc of a reverse curve to the left, having a radius of 200.00 feet, through a central angle of 96°02'29", a chord bearing N 51°34'13" E and a chord distance of 297.35 feet;

Thence 29.04 feet along the arc of a reverse curve to the right, having a radius of 50.00 feet, through a central angle of 33°16'48", a chord bearing N 20°11'23" E and a chord distance of 28.64 feet;

Thence 379.53 feet along the arc of a non-tangent curve to the right, having a radius of 210.00 feet, through a central angle of 103°32'55", a chord bearing S 47°49'00" W and a chord distance of 329.94 feet, from which point the radius point bears S 86°02'33" W;

Thence 48.10 feet along the arc of a reverse curve to the left, having a radius of 40.00 feet, through a central angle of 68°54'00", a chord bearing S 65°08'28" W and a chord distance of 45.25 feet;

Thence S 30°41'28" W a distance of 483.71 feet;

Thence S 13°43'08" E a distance of 48.19 feet;

Thence 1207.85 feet along the arc of a non-tangent curve to the right, having a radius of 7082.00 feet, through a central angle of 09°46'19", a chord bearing S 53°00'56" E and a chord distance of 1206.36 feet, from which point the radius point bears S 32°05'55" W;

Thence S 48°07'46" E a distance of 292.74 feet;

Thence S 43°08'24" W a distance of 31.01 feet to the POINT OF BEGINNING;

Said Description contains 1.324 feet acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32"W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

AND;

May 20, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (3)
2003 Takedown
Page 10 of 12

A parcel of land lying within the Northwest Quarter of Section 23, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northwest corner of said Section 23, from which point the North Quarter corner of Section 23 bears S 89°42'04" E a distance of 2643.63 feet;

Thence S 41°52'30" E a distance of 1442.03 to the POINT OF BEGINNING;

Thence N 73°00'00" E a distance of 131.05 feet;

Thence S 16°54'00" E a distance of 28.25 feet;

Thence S 73°00'00" W a distance of 118.00 feet;

Thence S 30°21'32" W a distance of 40.64 feet;

Thence S 12°16'55" E a distance of 141.00 feet;

Thence N 77°43'05" E a distance of 17.66 feet;

Thence S 59°38'28" E a distance of 44.14 feet;

Thence S 17°00'00" E a distance of 38.12 feet;

Thence S 10°28'49" E a distance of 70.46 feet;

Thence S 17°00'00" E a distance of 34.92 feet;

Thence S 73°00'00" W a distance of 5.00 feet;

Thence S 17°00'00" E a distance of 30.00 feet;

Thence S 37°08'45" E a distance of 37.75 feet;

May 20, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (3)
2003 Takedown
Page 11 of 12

Thence S 17°00'00" E a distance of 137.84 feet;

Thence 735.04 feet along the arc of a curve to the right, having a radius of 2444.00 feet, through a central angle of 17°13'55", a chord bearing S 08°23'03" E and a chord distance of 732.27 feet;

Thence S 00°13'55" W a distance of 8.03 feet;

Thence 34.57 feet along the arc of a non-tangent curve to the right, having a radius of 97.00 feet, through a central angle of 20°25'19", a chord bearing N 33°28'47" W and a chord distance of 34.39 feet, from which point the radius point bears N 46°18'34" E;

Thence 708.74 feet along the arc of a non-tangent curve to the left, having a radius of 2425.00 feet, through a central angle of 16°44'44", a chord bearing N 08°37'38" W and a chord distance of 706.23 feet, from which point the radius point bears S 89°44'44" W;

Thence N 17°00'00" W a distance of 328.63 feet;

Thence N 59°38'28" W a distance of 57.71 feet;

Thence S 77°43'05" W a distance of 17.52 feet;

Thence N 12°16'55" W a distance of 165.00 feet;

Thence N 30°21'32" E a distance of 58.43 feet to the POINT OF BEGINNING;

Said Description contains 0.6823 feet acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32"W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

AND;

May 20, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (3)
2003 Takedown
Page 12 of 12

A parcel of land lying within the Northwest Quarter of Section 23, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the West Quarter corner of said Section 23, from which point the Northwest corner of Section 23 bears N 00°13'03" E a distance of 2639.56;

Thence N 89°41'21" W a distance of 1245.89 feet to the POINT OF BEGINNING;

Thence N 00°13'55" E a distance of 270.93 feet;

Thence 24.45 feet along the arc of a non-tangent curve to the left, having a radius of 127.00 feet, through a central angle of 11°01'48", a chord bearing S 50°52'37" E and a chord distance of 24.41 feet, from which point the radius point bears N 44°38'17" E;

Thence S 00°13'55" W a distance of 255.63 feet;

Thence N 89°41'21" W a distance of 19.00 feet to the POINT OF BEGINNING;

Said Description contains 0.1146 feet acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32"W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

Said Descriptions contain a combined acreage of 7.0905 acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
Date Signed 5-21-03
ARIZONA U.S.A.

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Stanley Consultants INC.

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May 20, 2003
Shea-Sunbelt Pleasant Point, L.L.C.
MUE Parcel 2-2003 Takedown
Page 1 of 4

LEGAL DESCRIPTION

A parcel of land lying within the North Half of Section 23, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the northwest corner of said Section 23 (GLO brass cap), said point bears N 89°42'04" W a distance of 2643.63 feet from the north quarter corner thereof (GLO brass cap);

Thence S 46°49'44" E a distance of 1521.02 feet to POINT OF BEGINNING #1;

Thence S 59°38'28" E a distance of 57.71 feet;

Thence N 77°43'05" E a distance of 235.24 feet;

Thence 178.50 feet along the arc of a curve to the right, having a radius of 3285.00 feet, through a central angle of 03°06'48", and a chord bearing N 79°16'29" E;

Thence N 87°23'16" E a distance of 46.66 feet to the beginning of a non-tangent curve to the right from which point the radius point bears S 08°21'32" E;

Thence 2350.04 feet along the arc of said curve to the right, having a radius of 3280.00 feet, through a central angle of 41°03'04", and a chord bearing S 77°50'00" E to a point known as POINT "A";

Thence S 32°41'32" W a distance of 19.00 feet to the beginning of a non-tangent curve to the left from which point the radius point bears S 32°41'32" W;

Thence 2230.33 feet along the arc of said curve to the left, having a radius of 3261.00 feet, through a central angle of 39°11'13", a chord bearing N 76°54'05" W;

Thence S 87°23'16" W a distance of 153.71 feet to the beginning of a non-tangent curve to the left from which point the radius point bears S 09°10'43" E;

Thence 177.39 feet along the arc of said curve to the left, having a radius of 3275.00 feet, through a central angle of 03°06'12", and a chord bearing S 79°16'11" W;

Thence S 77°43'05" W a distance of 262.71 feet;

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May 20, 2003
Shea-Sunbelt Pleasant Point, L.L.C.
MUE Parcel 2-2003 Takedown
Page 2 of 4

Thence N 59°38'28" W a distance of 44.14 feet;

Thence N 30°02'23" E a distance of 25.96 feet to POINT OF BEGINNING #1;

Said Description contains 1.1510 acres of land, more or less, including any easements of record.

AND,

A parcel of land lying within the East Half of Section 23 and the Southwest Quarter of Section 24, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at said POINT "A";

Thence 519.03 feet along the arc of a curve to the right, having a radius of 3280.00 feet, through a central angle of 9°03'59", and a chord bearing S 52°46'28" E, from which point the radius point bears S 41°45'31" W, to POINT OF BEGINNING #2;

Thence 791.25 feet along the arc of a curve to the right, having a radius of 3280.00 feet, through a central angle of 13°49'18", and a chord bearing S 41°19'50" E;

Thence S 34°25'12" E a distance of 624.77 feet;

Thence 1270.75 feet along the arc of a curve to the left, having a radius of 2920.00 feet, through a central angle of 24°56'04", and a chord bearing S 46°53'14" E to a point known as POINT "B";

Thence S 74°45'56" W a distance of 26.39 feet to the beginning of a non-tangent curve to the right from which point the radius point bears N 31°00'13" E;

Thence 1260.65 feet along the arc of said curve to the right, having a radius of 2939.00 feet, through a central angle of 24°34'35", and a chord bearing N 46°42'29" W;

Thence N 34°25'12" W a distance of 624.78 feet;

Thence 786.65 feet along the arc of a curve to the left, having a radius of 3261.00 feet, through a central angle of 13°49'17", and a chord bearing N 41°19'50" W;

May 20, 2003
Shea-Sunbelt Pleasant Point, L.L.C.
MUE Parcel 2-2003 Takedown
Page 3 of 4
Thence N 41°45'31" E a distance of 19.00 feet to POINT OF BEGINNING #2;

Said Description contains 1.1687 acres of land, more or less, including any easements of record.

AND,

A parcel of land lying within the South Half of Section 24, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at said POINT "B";

Thence 89.71 feet along the arc of a curve to the left, having a radius of 2920.00 feet, through a central angle of 01°45'37", and a chord bearing S 64°30'22" E, from which point the radius point bears N 28°53'07" E to the POINT OF BEGINNING #3;

Thence 345.67 feet along the arc of a curve to the left, having a radius of 2920.00 feet, through a central angle of 06°46'58", and a chord bearing S 64°30'22" E and a chord distance of 345.47 feet, from which point the radius point bears N 28°53'07" E;

Thence S 67°53'50" E a distance of 2285.97 feet to a point known as POINT "C";

Thence N 88°04'43" W a distance of 55.07 feet;

Thence N 67°53'50" W a distance of 2234.28 feet;

Thence 329.54 feet along the arc of a curve to the right, having a radius of 2939.00 feet, through a central angle of 06°25'28", and a chord bearing N 64°41'06" W;

Thence N 15°14'04" W a distance of 26.39 feet to POINT OF BEGINNING #3;

Said Description contains 1.1331 acres of land, more or less, including any easements of record.

AND,

A parcel of land lying within the Southeast Quarter of Section 24, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

May 20, 2003
Shea-Sunbelt Pleasant Point, L.L.C.
MUE Parcel 2-2003 Takedown
Page 4 of 4

Commencing at said POINT "C";

Thence S 67°53'50" E a distance of 30.00 feet to POINT OF BEGINNING #4;

Thence S 67°53'50" E a distance of 110.45 feet;

Thence N 67°06'10" E a distance of 63.00 feet;

Thence S 67°53'50" E a distance of 10.00 feet;

Thence S 22°06'10" W a distance of 33.55 feet;

Thence S 67°06'10" W a distance of 42.43 feet;

Thence N 67°53'50" W a distance of 40.00 feet;

Thence N 56°35'15" W a distance of 71.39 feet;

Thence N 67°53'50" W a distance of 25.00 feet;

Thence N 22°06'10" E a distance of 5.00 feet to POINT OF BEGINNING #4;

Said Description contains 0.0754 acres of land, more or less, including any easements of record.

The basis of bearing for the above descriptions is N 89°55'32" W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

Said descriptions contain a combined acreage of 3.5282 acres of land, more or less.

Troy A. Ray

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33868
TROY A.
RAY
DATE SIGNED 5/21/03
ARIZONA U.S.A.

C:\Takedown\Documents\MUEStrip-2.doc

Stanley Consultants INC.

A Stanley Group Company
Engineering, Environmental and Construction Services - Worldwide

May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (1)
2003 Takedown
Page 1 of 10

LEGAL DESCRIPTION

A parcel of land lying within the North Half of Section 23, Township 5 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northwest Corner of said Section 23 from which the North Quarter Corner of said Section 23 bears S 89°42'04" E a distance of 2643.63 feet;

Thence S 48°38'13" E a distance of 1809.01 to the POINT OF BEGINNING;

Thence N 57°32'12" E a distance of 54.95 feet to a non-tangent curve to the right;

Thence 1022.41 feet along the arc of said non-tangent curve to the right, having a radius of 3139.00 feet, through a central angle of 18°39'43", a chord bearing N 86°45'05" E and a chord distance of 1017.90 feet, from which point the radius point bears S 12°34'47" E;

Thence S 78°15'39" E a distance of 166.08 feet to a non-tangent curve to the right;

Thence 243.97 feet along the arc of said non-tangent curve to the right, having a radius of 3127.00 feet, through a central angle of 04°28'13", a chord bearing S 78°39'10" E and a chord distance of 243.91 feet, from which point the radius point bears S 09°06'43" W;

Thence S 30°42'11" E a distance of 42.10 feet;

Thence S 14°44'12" W a distance of 158.79 feet to the beginning of a curve to the left;

Thence 698.05 feet along the arc of said curve to the left, having a radius of 933.00 feet, through a central angle of 42°52'02", a chord bearing S 06°41'49" E and a chord distance of 681.88 feet;

Thence S 14°28'27" W a distance of 43.50 feet;

Thence S 58°00'00" W a distance of 311.42 feet to the beginning of a curve to the right;

2929 East Camelback Road, Suite 130 • Phoenix, AZ 85016 • phone 602.912.6500 • fax 602.912.6599
internet: www.stanleygroup.com

May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (1)
2003 Takedown
Page 2 of 10

Thence 613.19 feet along the arc of said curve to the right, having a radius of 717.00 feet, through a central angle of 49°00'00", a chord bearing S 82°30'00" W and a chord distance of 594.67 feet;

Thence N 73°00'00" W a distance of 304.21 feet to the beginning of a curve to the left;

Thence 302.85 feet along the arc of said curve to the left, having a radius of 933.00 feet, through a central angle of 18°35'53", a chord bearing N 82°17'57" W and a chord distance of 301.52 feet;

Thence S 88°24'07" W a distance of 32.79 feet;

Thence N 47°41'04" W a distance of 43.24 feet to a non-tangent curve to the left;

Thence 34.46 feet along the arc of said non-tangent curve to the left, having a radius of 2556.00 feet, through a central angle of 00°46'21", a chord bearing N 03°44'49" W and a chord distance of 34.47 feet, from which point the radius point bears S 86°38'22" W;

Thence N 01°38'38" E a distance of 70.06 feet to a non-tangent curve to the left;

Thence 35.76 feet along the arc of said non-tangent curve to the left, having a radius of 2564.00 feet, through a central angle of 00°47'57", a chord bearing N 06°05'26" W and a chord distance of 35.77 feet, from which point the radius point bears S 84°18'32" W;

Thence N 82°50'21" E a distance of 5.00 feet to a non-tangent curve to the left;

Thence 30.00 feet along the arc of said non-tangent curve to the left, having a radius of 2569.00 feet, through a central angle of 00°40'09", a chord bearing N 06°49'34" W and a chord distance of 30.00 feet, from which point the radius point bears S 83°30'30" W;

Thence N 27°44'11" W a distance of 37.68 feet to a non-tangent curve to the left;

Thence 422.45 feet along the arc of said non-tangent curve to the left, having a radius of 2556.00 feet, through a central angle of 09°28'11", a chord bearing N 12°41'11" W and a chord distance of 421.98 feet, from which point the radius point bears S 82°02'54" W;

May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (1)
2003 Takedown
Page 3 of 10

Thence N 12°42'27" W a distance of 81.09 feet;

Thence N 17°00'00" W a distance of 250.97 feet;

Thence N 30°21'32" E a distance of 40.64 feet;

Thence N 77°43'05" E a distance of 42.58 feet;

Thence N 89°01'40" E a distance of 71.39 feet;

Thence N 77°43'05" E a distance of 35.00 feet;

Thence S 12°16'55" E a distance of 5.00 feet;

Thence S 77°43'05" W a distance of 121.85 feet;

Thence S 30°21'32" W a distance of 55.71 feet;

Thence S 17°00'00" E a distance of 319.38 feet to the beginning of a curve to the right;

Thence 605.13 feet along the arc of said curve to the right, having a radius of 2575.00 feet, through a central angle of 13°27'53", a chord bearing S 10°16'03" E and a chord distance of 603.75 feet;

Thence S 48°49'40" E a distance of 28.60 feet;

Thence N 88°24'07" E a distance of 24.21 feet to the beginning of a curve to the right;

Thence 309.02 feet along the arc of said curve to the right, having a radius of 952.00 feet, through a central angle of 18°35'53", a chord bearing S 82°17'57" E and a chord distance of 307.66 feet;

Thence S 73°00'00" E a distance of 304.21 feet to the beginning of a curve to the left;

May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (1)
2003 Takedown
Page 4 of 10

Thence 596.94 feet along the arc of said curve to the left, having a radius of 698.00 feet, through a central angle of 49°00'00", a chord bearing N 82°30'00" E and a chord distance of 578.91 feet;

Thence N 58°00'00" E a distance of 293.26 feet;

Thence N 15°01'01" E a distance of 43.89 feet to a non-tangent curve to the right;

Thence 694.53 feet along the arc of said non-tangent curve to the right, having a radius of 952.00 feet, through a central angle of 41°48'00", a chord bearing N 06°09'48" W and a chord distance of 679.23 feet, from which point the radius point bears N 62°56'12" E;

Thence N 14°44'12" E a distance of 144.07 feet;

Thence N 30°42'11" W a distance of 48.03 feet to a non-tangent curve to the left;

Thence 220.00 feet along the arc of said non-tangent curve to the left, having a radius of 3117.00 feet, through a central angle of 04°02'38", a chord bearing N 78°52'13" W and a chord distance of 219.94 feet, from which point the radius point bears S 13°09'06" W;

Thence N 78°15'39" W a distance of 54.86 feet to a non-tangent curve to the left;

Thence 1109.96 feet along the arc of said non-tangent curve to the left, having a radius of 3120.00 feet, through a central angle of 20°23'00", a chord bearing S 87°54'35" W and a chord distance of 1104.12 feet, from which point the radius point bears S 08°06'05" W;

Thence S 77°43'05" W a distance of 67.89 feet to the POINT OF BEGINNING.

Said Description contains 2.0859 acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32" W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

AND,

May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (1)
2003 Takedown
Page 5 of 10

A parcel of land lying within Section 23, Township 5 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northwest Corner of said Section 23 from which the North Quarter Corner of said Section 23 bears S 89°42'04" E a distance of 2643.63 feet;

Thence S 42°05'38" E a distance of 3287.22 to a point on a non-tangent curve to the left, the POINT OF BEGINNING;

Thence 461.54 feet along the arc of said non-tangent curve to the left, having a radius of 783.00 feet, through a central angle of 33°46'24", a chord bearing N 74°53'12" E and a chord distance of 454.89 feet, from which point the radius point bears N 01°46'24" E;

Thence N 58°00'00" E a distance of 311.42 feet;

Thence S 78°28'27" E a distance of 43.50 feet to a non-tangent curve to the left;

Thence 67.26 feet along the arc of said non-tangent curve to the left, having a radius of 933.00 feet, through a central angle of 04°07'50", a chord bearing S 37°56'05" E and a chord distance of 67.25 feet, from which point the radius point bears N 54°07'50" E;

Thence S 40°00'00" E a distance of 335.43 feet to the beginning of a curve to the right;

Thence 1124.33 feet along the arc of said curve to the right, having a radius of 817.00 feet, through a central angle of 78°50'53", a chord bearing S 00°34'34" E and a chord distance of 1037.68 feet;

Thence N 38°07'39" W a distance of 19.51 feet to a non-tangent curve to the left;

Thence 1093.78 feet along the arc of said non-tangent curve to the left, having a radius of 798.00 feet, through a central angle of 78°31'56", a chord bearing N 00°44'02" W and a chord distance of 1010.15 feet, from which point the radius point bears N 51°28'04" W;

Thence N 40°00'00" W a distance of 335.43 feet to the beginning of a curve to the right;

May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (1)
2003 Takedown
Page 6 of 10

Thence 50.90 feet along the arc of said curve to the right, having a radius of 952.00 feet, through a central angle of 03°03'48", a chord bearing N 38°28'06" W and a chord distance of 50.89 feet;

Thence N 79°01'01" W a distance of 43.89 feet;

Thence S 58°00'00" W a distance of 293.26 feet to the beginning of a curve to the right;

Thence 472.15 feet along the arc of said curve to the right, having a radius of 802.00 feet, through a central angle of 33°43'52", a chord bearing S 74°51'56" W and a chord distance of 465.37 feet;

Thence N 00°00'00" W a distance of 19.01 feet to the POINT OF BEGINNING.

Said Description contains 1.0175 acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32" W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

AND,

A parcel of land lying within the East Half of Section 23, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northeast Corner of said Section 23 from which the North Quarter Corner of said Section 23 bears N 89°42'39" W a distance of 2641.10 feet;

Thence S 30°02'58" W a distance of 3696.42 feet to a point on a non-tangent curve to the left, the POINT OF BEGINNING;

Thence 846.80 feet along the arc of said non-tangent curve to the left, having a radius of 883.00 feet, through a central angle of 54°56'48", a chord bearing N 12°31'36" W and a chord distance of 814.72 feet, from which point the radius point bears N 75°03'12" W;

Thence N 40°00'00" W a distance of 335.43 feet to the beginning of a curve to the right;

May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (1)
2003 Takedown
Page 7 of 10

Thence 707.91 feet along the arc of said curve to the right, having a radius of 867.00 feet, through a central angle of 46°46'56", a chord bearing N 16°36'32" W and a chord distance of 688.41 feet;

Thence N 15°56'59" E a distance of 145.39 feet;

Thence N 14°44'12" E a distance of 145.27 feet;

Thence N 60°16'44" E a distance of 42.02 feet to a non-tangent curve to the right;

Thence 2163.22 feet along the arc of said non-tangent curve to the right, having a radius of 3139.00 feet, through a central angle of 39°29'06", a chord bearing S 54°09'45" E and a chord distance of 2120.67 feet, from which point the radius point bears S 16°05'42" W;

Thence S 34°25'12" E a distance of 569.09 feet;

Thence S 52°42'42" W a distance of 19.02 feet;

Thence N 34°25'12" W a distance of 570.04 feet to the beginning of a curve to the left;

Thence 2135.38 feet along the arc of said curve to the left, having a radius of 3120.00 feet, through a central angle of 39°12'51", a chord bearing N 54°01'37" W and a chord distance of 2093.94 feet;

Thence S 60°17'03" W a distance of 47.23 feet;

Thence S 14°44'12" W a distance of 128.45 feet;

Thence S 16°14'28" W a distance of 65.69 feet to a non-tangent curve to the left;

Thence 763.61 feet along the arc of said non-tangent curve to the left, having a radius of 848.00 feet, through a central angle of 51°35'38", a chord bearing S 14°12'11" E and a chord distance of 738.07 feet, from which point the radius point bears S 78°24'22" E;

Thence S 40°00'00" E a distance of 335.43 feet to the beginning of a curve to the right;

May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (1)
2003 Takedown
Page 8 of 10

Thence 865.76 feet along the arc of said curve to the right, having a radius of 902.00 feet, through a central angle of 54°59'37", a chord bearing S 12°30'11" E and a chord distance of 832.91 feet;

Thence N 72°49'30" W a distance of 19.01 feet to the POINT OF BEGINNING.

Said Description contains 2.1089 feet acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32" W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

AND,

A parcel of land lying within the Southwest Quarter of Section 24, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northwest Corner of said Section 24 from which the North Quarter Corner of said Section 24 bears S 89°38'17" E a distance of 2637.11 feet;

Thence S 04°51'48" E a distance of 3570.61 feet to a point on a non-tangent curve to the left, the POINT OF BEGINNING;

Thence 514.15 feet along the arc of said non-tangent curve to the left, having a radius of 3061.00 feet, through a central angle of 09°37'26", a chord bearing S 54°48'01" E and a chord distance of 513.54 feet, from which point the radius point bears N 40°00'42" E;

Thence S 30°00'00" W a distance of 215.13 feet to the beginning of a curve to the right;

Thence 118.11 feet along the arc of said curve to the right, having a radius of 807.00 feet, through a central angle of 08°23'07", a chord bearing S 34°11'34" W and a chord distance of 118.00 feet;

Thence N 72°41'26" W a distance of 20.40 feet to a non-tangent curve to the left;

May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (1)
2003 Takedown
Page 9 of 10

Thence 122.66 feet along the arc of said non-tangent curve to the left, having a radius of 788.00 feet, through a central angle of 08°55'07", a chord bearing N 34°27'34" E and a chord distance of 122.54 feet, from which point the radius point bears N 51°04'53" W;

Thence N 30°00'00" E a distance of 170.70 feet;

Thence N 14°39'56" W a distance of 36.63 feet to a non-tangent curve to the right;

Thence 465.77 feet along the arc of said non-tangent curve to the right, having a radius of 3080.00 feet, through a central angle of 08°39'52", a chord bearing N 54°26'59" W and a chord distance of 465.33 feet, from which point the radius point bears N 31°13'05" E;

Thence N 19°56'27" E a distance of 20.22 feet to the POINT OF BEGINNING.

Said Description contains 0.3691 feet acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32" W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

AND,

A parcel lying within the South Half of Section 24, Township 5 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the South Quarter corner of Section 24, from which point the Southwest corner of Section 24 bears N 89°42'19" W a distance of 2638.71 feet;

Thence N 39°18'44" W a distance of 1235.17 feet to the POINT OF BEGINNING;

Thence S 67°53'50" E a distance of 1276.07 feet;

Thence S 63°48'42" E a distance of 168.43 feet;

Thence S 67°53'50" E a distance of 246.00 feet;

May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (1)
2003 Takedown
Page 10 of 10

Thence S 22°53'50" E a distance of 42.43 feet;

Thence S 22°06'10" W a distance of 40.00 feet;

Thence S 33°24'45" W a distance of 71.39 feet;

Thence S 22°06'10" W a distance of 35.00 feet;

Thence N 67°53'50" W a distance of 5.00 feet;

Thence N 22°06'10" E a distance of 120.45 feet;

Thence N 22°53'50" W a distance of 50.27 feet;

Thence N 67°53'50" W a distance of 222.13 feet;

Thence N 63°48'42" W a distance of 168.43 feet;

Thence N 67°53'50" W a distance of 1275.57 feet;

Thence N 22°39'10" E a distance of 19.00 feet to the POINT OF BEGINNING.

Said description contains 0.8002 acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32"W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

Said Descriptions contain a combined acreage of 6.3816 acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
Date Signed 5-21-03
ARIZONA U.S.A.

EXHIBIT B

Legal Description of Initial In Gross Easement Area

See the legal description set forth in the preceding Exhibit A; the real property to be initially included in the In Gross Easement Area shall be the same real property as is legally described in the preceding Exhibit A.

EXHIBIT C

Mandatory Communication Service Providers

	Mandatory Communication Services	Provider Name and Address
1.	Telephone Services (local)	COXCOM, INC., a Delaware corporation d/b/a Cox Communications Phoenix (on behalf of itself and its Affiliates) 20401 N. 29th Avenue Phoenix, AZ 85719

MULTI-USE EASEMENTS AND INDEMNITY

JULY 2, 2003

WHEN RECORDED RETURN TO:

City of Peoria
8401 West Monroe Street
Peoria, AZ 85345
Attention: William Emerson, Deputy
City Attorney

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2003-0975499 07/23/03 13:27
10 OF 10
GUILLEN1

COPY

TSNSED

MULTI-USE EASEMENTS AND INDEMNITY

"**Effective Date**": ~~June~~ July 2, 2003

"**Developer**": Shea Sunbelt Pleasant Point, LLC, a Delaware limited liability company

Address: 6720 North Scottsdale Road
Suite 160
Scottsdale, Arizona 85253-4424

"**Access Entity**": Vistancia Communications, L.L.C., an Arizona limited liability company

Address: 6720 North Scottsdale Road
Suite 160
Scottsdale, Arizona 85253-4424

"**City**": City of Peoria, Arizona, an Arizona chartered municipal corporation

Address: 8401 West Monroe Street
Peoria, AZ 85345

THIS MULTI-USE EASEMENTS AND INDEMNITY (this "**Agreement**") is made and entered into on the Effective Date by and among the Developer, the Access Entity and the City. The terms or phrases "Effective Date", "Developer," "Access Entity" and "City" shall have the meanings ascribed to them above. The City, the Access Entity and the Developer are sometimes hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**."

ARTICLE I - RECITALS

Section 1.01 WHEREAS, the Developer is the owner of fee simple title to the approximately 7,100 acre parcel of land within the City, which is being developed by the Developer as a planned community known as "Vistancia."

Section 1.02 WHEREAS, it is intended that the Plats (as hereinafter defined) to be recorded by the Developer (and/or other developers within the Development) will designate certain "Multi-Use Easements

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(M.U.E.)" (the "**MUEs**") which will, in general, be located adjacent to the streets and roadways dedicated on such Plats. As used herein, the term "**Plat**" shall be defined as any recorded subdivision plat and/or map of dedication approved by the City that subdivides the Development (as hereinafter defined) and/or dedicates or creates streets, roadways or areas within the Development to be dedicated to public or private use, as each may be amended from time to time.

Section 1.03 WHEREAS, the Developer and the Access Entity have entered into that certain Common Services Easements and Restrictions dated June 10, 2003 and recorded June 27, 2003, in Instrument No. 2003-0837106, Official Records of Maricopa County, Arizona (such Common Services Easements and Restrictions, as amended from time to time, being hereinafter referred to as the "**CSER**").

Section 1.04 WHEREAS, pursuant to the CSER, the Developer has granted to the Access Entity certain perpetual and exclusive private easements that are privately and personally vested in the Access Entity, which include, without limitation, the exclusive and perpetual right to identify and privately contract with Communication Service Providers (as defined in the CSER) for (a) the provision of Communication Services (as defined in the CSER) within the Development, and (b) the installation, establishment and maintenance of Facilities (as defined in the CSER) within the MUEs.

Section 1.05 WHEREAS, the CSER was initially recorded with respect to, and initially applies with respect to, the real property described in **Exhibit A** attached hereto and incorporated herein.

Section 1.06 WHEREAS, pursuant to the CSER, the Developer and the Access Entity have the right to annex and subject additional property to the CSER, by executing and recording in the Office of the Maricopa Recorder of a Supplement to Common Services Easements and Restrictions (the "**Supplement to CSER**") signed by the Developer (if the Developer owns the real property being annexed) and the Access Entity, which describes the real property to be annexed. As used herein, the term "**Development**" shall have the same meaning as is set forth in the CSER, and shall mean the real property described in Exhibit A attached hereto, together with such additional real property as is hereafter annexed thereto through the recordation of a Supplement to CSER in accordance with the provisions of Section 1.13 of Appendix A to the CSER.

Section 1.07 WHEREAS, Developer and the Access Entity represent and warrant to the City that they have the full right and power to enter into this Agreement and to perform their respective obligations hereunder.

Section 1.08 WHEREAS, the City, the Developer and the Access Entity now desire to enter into this Agreement, in order to set forth certain agreements between them with respect to the CSER and the MUEs.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement agree as follows:

ARTICLE II - CONSTRUCTION WITHIN MUEs

Section 2.01 Access Entity Control. The Access Entity will have the exclusive right to privately identify and privately contract with Communication Service Providers for (a) the provision of Communication Services within the MUEs, and (b) the installation, establishment and maintenance of Facilities within the MUEs, all in accordance with the terms of the CSER (and subject to the terms of this Agreement).

Section 2.02 City Issuance of Permits. The City will be responsible for issuance of permits for the construction and installation within the MUEs of Facilities for Communication Services (a "**Communication Facilities Permit**"), pursuant to the same procedures under which the City issues permits for the construction and installation of facilities within the MUEs for gas, electric, and other utility services other than Communication Services. Prior to issuance of any Communication Facilities Permit, the City will use its diligent and good faith efforts to confirm with the Access Entity that the person or entity or seeking such Communication Facilities Permit has been granted the right to construct and install the Communication Services Facilities for which the Communication Facilities Permit is being sought, as required by the terms of the CSER and **Section 2.01** above. If the City erroneously issues a Communication Facilities Permit to a person or entity to whom the Access Entity has not granted the right to construct and install the Communication Services Facilities covered by such Communication Facilities Permit, then (a) the Developer and the Access Entity, on behalf of themselves and their respective successors and assigns (including, but not limited to, all successor owners of land within the Development) waive, release, remise and forever discharge the City from any and all losses, claims, damages or liabilities resulting from or in connection with such Communication Facilities Permit and/or the issuance thereof by the City, and (b) the foregoing waiver in the preceding item (a) shall not constitute a waiver of any claims or rights against the person or entity to whom such Communication Facilities Permit was issued, it being agreed that the Access Entity and the Developer shall be free to pursue against such person or entity such claims and rights as may be permitted by the CSER and/or applicable law notwithstanding the foregoing release of the City and/or the erroneous issuance of such Communication Facilities Permit by the City.

ARTICLE III - PROTECTION OF CITY FRANCHISE FEES AND CERTAIN OTHER RIGHTS

Section 3.01 Agreement to Require Payment of Fees. The Access Entity and the Developer agree that they will include in any contract or agreement entered into with any Communication Service Provider which grants to such Communication Service Provider the right to provide Communication Services within any MUEs and/or to install Facilities within any MUEs, a provision which (a) requires the Communication Service Provider to pay to the City the franchise fees that would be payable by such Communication Service Provider pursuant to the terms of the existing or future franchise agreement (if any) between the City and such Communication Service Provider, as if the City (as opposed to the Access Entity) were the grantor of the right to provide Communication Services and/or install Facilities within the MUEs, and (b) names the City as an intended third party beneficiary entitled to enforce the provision set forth in the preceding item (a). The City acknowledges and agrees that (i) neither the Developer nor the Access Entity controls the performance by any Communication Service Provider of any of the foregoing provisions, (ii) the City will look solely to such Communication Service Provider for such performance, and (iii) all obligations of the Developer and the Access Entity under this **Section 3.01** shall be fully satisfied if the Developer and the Access Entity include language substantially in the form set forth in items (a) and (b) of the first sentence of this **Section 3.01** in each contract or agreement entered into by the Access Entity and/or the Developer with any Communication Service Provider, which contract or agreement grants to such Communication Service Provider the right to provide Communication Services within any MUEs and/or to install Facilities within any MUEs.

Section 3.02 Agreement to be Bound by Peoria City Code. The Access Entity and the Developer agree and warrant that any construction, maintenance, or other actions by the Access Entity or the Developer in the MUEs will be done and repaired as if the MUEs were held in fee by the City with no reserved rights held by the Access Entity or Developer.

Section 3.03 Agreement to Bind Communication Service Providers to Peoria City Code. The Access Entity and the Developer further agree that they will include in any contract or agreement entered

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into with any Communication Service Provider which grants to such Communication Service Provider the right to provide Communication Services within any MUEs and/or to install Facilities within any MUEs, a provision which (a) requires the Communication Service Provider to agree and warrant that any construction, maintenance, or other actions by the Communication Service Provider in the MUEs will be done and repaired as if the MUEs were held in fee by the City with no reserved rights held by the Access Entity or Developer, and (b) names the City as an intended third party beneficiary entitled to enforce the provision set forth in the preceding item (a). The City acknowledges and agrees that (i) neither the Developer nor the Access Entity controls the performance by any Communication Service Provider of any of the foregoing provisions, (ii) the City will look solely to such Communication Service Provider for such performance, and (iii) all obligations of the Developer and the Access Entity under this **Section 3.03** shall be fully satisfied if the Developer and the Access Entity include language substantially in the form set forth in items (a) and (b) of the first sentence of this **Section 3.03** in each contract or agreement entered into by the Access Entity and/or the Developer with any Communication Service Provider, which contract or agreement grants to such Communication Service Provider the right to provide Communication Services within any MUEs and/or to install Facilities within any MUEs.

ARTICLE IV - INDEMNITY AGREEMENT

Section 4.01 Indemnification. Subject to the provisions of **Section 4.02**, the Indemnitor (as hereinafter defined) shall (a) indemnify, defend and hold harmless each Indemnified Party (as hereinafter defined) for, from and against any and all losses, claims, damages, liabilities or actions, joint or several, to which any Indemnified Party may become subject as a result of the carrying out of this Agreement and/or the CSER (including, but not limited to, the enforcement of the rights granted to the Access Entity under the CSER), and (b) reimburse any legal or other expenses reasonably incurred by any such Indemnified Party in connection with investigating or defending any such loss, claim, damage, liability or action. As used herein, the term "**Indemnified Party**" shall mean the City, and each legislator, director, trustee, partner, member, officer, official, independent contractor or employee thereof. As used herein, the term "**Indemnitor**" shall mean the Developer and the Access Entity, jointly and severally.

Section 4.02 Procedure for Defense of Claims. An Indemnified Party shall, promptly after the receipt of written notice of a threat of the commencement of any action against such Indemnified Party in respect of which indemnification may be sought against the Indemnitor pursuant to this **Article IV**, notify the Indemnitor in writing of the commencement thereof and provide a copy of the written threat received by such Indemnified Party. Failure of the Indemnified Party to give such notice shall reduce the liability of the Indemnitor by the amount of damages attributable to the failure of the Indemnified Party to give such notice to the Indemnitor, but the omission to notify the Indemnitor of any such action shall not relieve the Indemnitor from any liability that either of them may have to such Indemnified Party otherwise than under this Section. In case any such action shall be brought against an Indemnified Party and such Indemnified Party shall notify the Indemnitor of the commencement thereof, the Indemnitor may, or if so requested by such Indemnified Party shall, participate therein or defend the Indemnified Party therein, with counsel satisfactory to such Indemnified Party and the Indemnitor (it being understood that, except as hereinafter provided, the Indemnitor shall not be liable for the expenses of more than one counsel representing the Indemnified Parties in such action), and after notice from the Indemnitor to such Indemnified Party of an election so to assume the defense thereof, the Indemnitor shall not be liable to such Indemnified Party under this Section for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof; provided, however, that unless and until the Indemnitor defends any such action at the request of such Indemnified Party, the Indemnitor shall have the right to participate at its own expense in the defense of any such action. If the Indemnitor shall not have employed counsel to defend any such action or if an Indemnified Party shall have reasonably concluded that there may be defenses available to it and/or other Indemnified Parties that are different from or additional to those available to the Indemnitor (in which case the Indemnitor shall not have the right to

direct the defense of such action on behalf of such Indemnified Party) or to other Indemnified Parties, the legal and other expenses, including the expense of separate counsel, incurred by such Indemnified Party shall be borne by the Indemnitor.

Section 4.03 Remedy for Indemnitor Failure to Perform. If the Indemnitor fails to pay or otherwise perform its obligations as required under this **Article IV** and such failure is not cured within 15 days after written notice thereof is delivered by the City to the Indemnitor, then the City shall have the right (in addition to all other available rights and remedies) to convert the MUEs to public utility easements. The foregoing right shall be exercised by the City, if at all, by the recordation of an instrument which (a) is signed by the City, (b) references this Agreement (and the recording information therefor) and the CSER (and the recording information therefor), and (c) states that the City has elected to exercise its rights as set forth in this **Section 4.03**. Upon the recordation of such instrument, all MUEs shall automatically convert to and become public utility easements, with the same force and effect as if they had initially been designated as "P.U.E." or "Public Utility Easement" on each Plat (rather than as MUEs).

Section 4.04 Required Contract Provision. The Access Entity and the Developer agree that they will include in any contract or agreement entered into with any Communication Service Provider which grants to such Communication Service Provider the right to provide Communication Services within any MUEs and/or to install Facilities within any MUEs, a provision under which (a) such Communication Service Provider acknowledges the existence of the City's right to convert the MUEs to public utility easements as provided in **Section 4.03** above, (b) such Communication Service Provider waives all losses, claims, damages, liabilities or actions against the City in connection with or arising from any exercise by the City of its rights under **Section 4.03**, and (b) the City is named as an intended third party beneficiary entitled to enforce the provision described in this sentence. The City acknowledges and agrees that (i) neither the Developer nor the Access Entity controls the performance by any Communication Service Provider of any of the foregoing provisions, (ii) the City will look solely to such Communication Service Provider for such performance, and (iii) all obligations of the Developer and the Access Entity under this **Section 4.04** shall be fully satisfied if the Developer and the Access Entity include language substantially in the form set forth in items (a), (b) and (c) of the first sentence of this **Section 4.04** in each contract or agreement entered into by the Access Entity and/or the Developer with any Communication Service Provider, which contract or agreement grants to such Communication Service Provider the right to provide Communication Services within any MUEs and/or to install Facilities within any MUEs.

ARTICLE V - GENERAL

Section 5.01 Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be given by personal delivery, by overnight courier or by deposit in the United States mail, first class, registered or certified, return receipt requested, postage prepaid, correctly addressed to the intended recipient at its address as set forth on the first page of this Agreement. Such notices and other communications shall be deemed to be given and received as follows: (i) upon actual receipt (or refusal of delivery), if delivered personally; (ii) the next business day, if delivered by overnight courier; or (iii) upon actual receipt (or refusal of delivery), if delivered by mail. Any Party may, from time to time, designate a different address by written notice to the other Parties given in the manner provided for above, not less than three days prior to the effective date of the change.

Section 5.02 Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

Section 5.03 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

L CON 06603

Section 5.04 Interpretation. Each Party and its counsel have reviewed and revised this Agreement and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement or any amendments or exhibits hereto.

Section 5.05 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

Section 5.06 Attorneys' Fees. In any arbitration or other action between the Parties seeking enforcement of any of the terms and provisions of this Agreement or a declaration as to the meaning hereof, the prevailing Party in such action shall be awarded, in addition to damages, injunctive or other relief, its actual costs and expenses, including but not limited to, taxable costs, reasonable attorneys' fees and actual fees of expert witnesses. The court or arbitrator in such action is expressly authorized and requested to make a determination of the prevailing Party and to award the prevailing Party its costs and expenses as provided herein.

Section 5.07 Entire Agreement; Amendments. This Agreement contains all of the agreements of the Parties hereto with respect to the matters contained herein and all prior or contemporaneous agreements or understandings, oral or written, pertaining to any such matters are merged herein and shall not be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the Parties hereto expressly stating that it is an amendment of this Agreement.

Section 5.08 Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

Section 5.09 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

"City"

CITY OF PEORIA, ARIZONA, an Arizona chartered municipal corporation

By: _____
John Keegan, Mayor

CITY OF PEORIA

Janice Graziano, City Clerk

This Agreement has been reviewed by the undersigned attorney for the City who has determined that this Agreement is in proper form and is within the powers and authority granted pursuant to the laws of this State to the City.

L CON 06603

Stephen Kemp, City Attorney

"Access Entity"

VISTANCIA COMMUNICATIONS, L.L.C., an Arizona limited liability company

By: Shea Sunbelt Pleasant Point, LLC, a Delaware limited liability company, its Manager

By: Shea Homes Southwest, Inc., an Arizona corporation, its Member

By: _____
Its: ASST SEC.

By: Sunbelt Pleasant Point Investors, L.L.C., an Arizona limited liability company, its Member

By: Sunbelt PP, LLLP, an Arizona limited liability limited partnership, its Manager

By: Sunbelt Holdings Management, Inc., an Arizona corporation, its General Partner

By: _____
Curtis E. Smith, its Chief Operating Officer

"Developer"

SHEA SUNBELT PLEASANT POINT, LLC, a Delaware limited liability company

By: Shea Homes Southwest, Inc., an Arizona corporation, its Member

By: _____
Its: ASST SEC.

By: Sunbelt Pleasant Point Investors, L.L.C., an Arizona limited liability company, its Member

By: Sunbelt PP, LLLP, an Arizona limited liability limited partnership, its Manager

By: Sunbelt Holdings Management, Inc., an Arizona corporation, its General Partner

By: _____
Curtis E. Smith, its Chief Operating Officer

L CON 06603

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 3rd day of July, 2003, by John Keegan, as Mayor of the City of Peoria, Arizona, an Arizona chartered municipal corporation.

Linda L. Blas
Notary Public

My commission expires: August 10, 2006

OFFICIAL SEAL
LINDA L. BLAS
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires Aug. 10, 2006

STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 15th day of July, 2003, by Jeffrey S. McQueen, the Assistant Secretary of Shea Homes Southwest, Inc., an Arizona corporation, a Member in Shea Sunbelt Pleasant Point, LLC, a Delaware limited liability company, on behalf thereof.

Julie M. King
Notary Public

My Commission Expires: 3/14/2005

OFFICIAL SEAL
JULIE M. KING
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires March 14, 2005

STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 15th day of July, 2003, by Curtis E. Smith, the Chief Operating Officer of Sunbelt Holdings Management, Inc., an Arizona corporation, the General Partner in Sunbelt PP, LLLP, an Arizona limited liability limited partnership, the Manager of Sunbelt Pleasant Point Investors, L.L.C., an Arizona limited liability company, a Member in Shea Sunbelt Pleasant Point, LLC, a Delaware limited liability company, on behalf thereof.

Julie M. King
Notary Public

My Commission Expires: 3/14/2005

OFFICIAL SEAL
JULIE M. KING
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires March 14, 2005

L CON 0660

STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 15th day of July, 2003, by Curtis E. Smith, the Chief Operating Officer of Sunbelt Holdings Management, Inc., an Arizona corporation, the General Partner in Sunbelt PP, LLLP, an Arizona limited liability limited partnership, the Manager of Sunbelt Pleasant Point Investors, L.L.C., an Arizona limited liability company, a Member in Shea Sunbelt Pleasant Point, LLC, a Delaware limited liability company, the Manager of Vistancia Communications, L.L.C., an Arizona limited liability company, on behalf thereof.

Julie M. King
Notary Public

My Commission Expires: 3/14/2005

OFFICIAL SEAL
JULIE M. KING
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires March 14, 2005

STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 15th day of July, 2003, by Jeffrey S. McQueen, the Assistant Secretary of Shea Homes Southwest, Inc., an Arizona corporation, a Member in Shea Sunbelt Pleasant Point, LLC, a Delaware limited liability company, the Manager of Vistancia Communications, L.L.C., an Arizona limited liability company, on behalf thereof.

Julie M. King
Notary Public

My Commission Expires: 3/14/2005

OFFICIAL SEAL
JULIE M. KING
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires March 14, 2005

L CON 06603

LENDER CONSENT

The undersigned is the holder of all right, title and interest of the Beneficiary under that certain Construction Deed of Trust, Security Agreement and Fixture Filing with Assignment of Leases, Rents, Proceeds and Agreements (the "Deed of Trust") recorded on December 23, 2002, in Instrument No. 2002-1387293, Official Records of Maricopa County, Arizona. The undersigned hereby consents to the foregoing Common Services Easements and Restrictions and to Appendix A attached hereto (collectively, the "Easements"), and agrees that the Easements shall continue in full force and effect, even in the event of foreclosure or trustee's sale pursuant to such Deed of Trust or any other acquisition of title by the undersigned, its successors, or assigns, of all or any portion of the real property covered by such Deed of Trust.

Residential Funding Corporation, a Delaware corporation

By: _____

Its: DIRECTOR

STATE OF CALIFORNIA)
) ss.
County of LOS ANGELES)

On this 14TH day of JULY, 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ROBERT J. PLAVCHAK, personally known to me (or ~~proved to me on the basis of satisfactory~~ evidence) to be the person whose name is subscribed to the within instrument, acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the within instrument.

WITNESS my hand and official seal.

ROSA E. GARCIA
Commission # 1410606
Notary Public California
Los Angeles County
My Comm. Expires May 9, 2007

Rosa E. Garcia
Notary Public

L CON 06603

EXHIBIT A

Legal Description—Land Initially Included in the Development

(see attachment hereto)

L CON 06603

Stanley Consultants INC.
A Stanley Group Company
Engineering, Environmental and Construction Services - Worldwide

June 4, 2003
Shea Sunbelt Pleasant Point, L.L.C.
2002 Mass Grading Takedown
Page 1 of 21

LEGAL DESCRIPTION

A parcel of land lying within the South Half of Section 23, the Southwest Quarter of Section 24, the South Half and Northwest Quarter of Section 25, Section 26 and Section 35, Township 5 North, Range 1 West, and the Southwest Quarter of Section 30, Township 5 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the Southeast corner of said Section 26, from which point the East Quarter corner of Section 26 bears N 00°13'14" E a distance of 2638.11 feet;

Thence N 89°43'33" W a distance of 17.61 feet;

Thence 710.85 feet along the arc of a non-tangent curve to the left, having a radius of 1162.00 feet, through a central angle of 35°03'01", a chord bearing S 12°37'41" W and a chord distance of 699.81 feet, from which point the radius point bears S 59°50'48" E;

Thence S 04°53'49" E a distance of 1339.48 feet;

Thence S 00°00'57" E a distance of 2244.55 feet;

Thence S 89°58'19" W a distance of 601.59 feet;

Thence S 25°00'36" E a distance of 79.22 feet;

Thence 469.47 feet along the arc of a non-tangent curve to the left, having a radius of 641.49 feet, through a central angle of 41°55'52", a chord bearing S 44°01'28" W and a chord distance of 459.06 feet, from which point the radius point bears S 25°00'36" E;

Thence S 23°03'32" W a distance of 299.95 feet;

Thence N 89°52'46" W a distance of 675.25 feet;

Thence N 03°45'09" W a distance of 537.52 feet;

2929 East Camelback Road, Suite 130 • Phoenix, AZ 85016 • phone 602.912.6500 • fax 602.912.6599
Internet: www.stanleygroup.com

June 4, 2003
Shea Sunbelt Pleasant Point, L.L.C.
2002 Mass Grading Takedown
Page 2 of 21

Thence N 19°31'05" W a distance of 120.00 feet;

Thence 600.30 feet along the arc of a non-tangent curve to the left, having a radius of 2555.00 feet, through a central angle of 13°27'42", a chord bearing S 63°45'04" W and a chord distance of 598.92 feet, from which point the radius point bears S 19°31'05" E;

Thence S 57°01'13" W a distance of 170.70 feet;

Thence 836.16 feet along the arc of a curve to the right, having a radius of 1445.00 feet, through a central angle of 33°09'17", a chord bearing S 73°35'52" W and a chord distance of 824.54 feet;

Thence N 89°49'30" W a distance of 279.92 feet;

Thence N 21°48'13" W a distance of 506.71 feet;

Thence N 08°29'08" E a distance of 211.64 feet;

Thence N 05°42'48" W a distance of 184.53 feet;

Thence N 16°18'06" W a distance of 124.35 feet;

Thence N 34°20'36" W a distance of 91.18 feet;

Thence N 45°57'11" W a distance of 210.49 feet;

Thence N 16°20'42" E a distance of 580.02 feet;

Thence S 73°39'18" E a distance of 321.13 feet;

Thence N 34°23'45" E a distance of 728.11 feet;

Thence N 27°24'14" E a distance of 206.51 feet;

Thence 250.46 feet along the arc of a curve to the right, having a radius of 175.00 feet, through a central angle of 82°00'08", a chord bearing N 68°24'18" E and a chord distance of 229.63 feet;

Thence N 22°40'55" E a distance of 89.98 feet;

Thence 152.80 feet along the arc of a non-tangent curve to the right, having a radius of 75.00 feet, through a central angle of 116°43'52", a chord bearing N 01°17'25" W and a chord distance of 127.71 feet, from which point the radius point bears N 30°20'39" E;

Thence N 57°04'31" E a distance of 792.16 feet;

Thence N 47°53'33" E a distance of 519.08 feet;

Thence 249.73 feet along the arc of a curve to the right, having a radius of 175.00 feet, through a central angle of 81°45'51", a chord bearing N 88°46'28" E and a chord distance of 229.08 feet;

Thence N 39°39'24" E a distance of 12.03 feet;

Thence 262.94 feet along the arc of a non-tangent curve to the right, having a radius of 626.00 feet, through a central angle of 24°03'58", a chord bearing N 38°18'37" W and a chord distance of 261.01 feet, from which point the radius point bears N 39°39'24" E;

Thence S 67°33'17" W a distance of 377.40 feet;

Thence N 22°26'43" W a distance of 374.41 feet;

Thence 497.53 feet along the arc of a non-tangent curve to the right, having a radius of 770.00 feet, through a central angle of 37°01'16", a chord bearing S 87°55'52" W and a chord distance of 488.92 feet, from which point the radius point bears N 20°34'46" W;

Thence N 21°43'17" E a distance of 80.38 feet;

Thence 297.52 feet along the arc of a non-tangent curve to the right, having a radius of 690.00 feet, through a central angle of 24°42'18", a chord bearing N 61°49'12" W and a chord distance of 295.22 feet, from which point the radius point bears N 15°49'39" E;

Thence N 49°28'03" W a distance of 236.96 feet;

Thence 302.90 feet along the arc of a curve to the right, having a radius of 780.00 feet, through a central angle of 22°15'00", a chord bearing N 38°20'33" W and a chord distance of 301.00 feet;

Thence N 62°46'57" E a distance of 234.14 feet;

Thence 84.81 feet along the arc of a non-tangent curve to the left, having a radius of 56.92 feet, through a central angle of 85°22'36", a chord bearing N 82°50'04" E and a chord distance of 77.18 feet, from which point the radius point bears N 35°31'22" E;

Thence 90.80 feet along the arc of a non-tangent curve to the right, having a radius of 189.29 feet, through a central angle of 27°29'09", a chord bearing N 45°00'49" E and a chord distance of 89.94 feet, from which point the radius point bears S 58°43'46" E;

Thence 121.32 feet along the arc of a non-tangent curve to the left, having a radius of 109.61 feet, through a central angle of 63°25'14", a chord bearing N 02°26'23" E and a chord distance of 115.22 feet, from which point the radius point bears N 55°51'00" W;

Thence S 63°26'24" W a distance of 178.11 feet;

Thence 273.04 feet along the arc of a curve to the right, having a radius of 175.00 feet, through a central angle of 89°23'44", a chord bearing N 71°51'44" W and a chord distance of 246.18 feet;

Thence S 66°06'41" W a distance of 114.98 feet;

Thence 63.34 feet along the arc of a non-tangent curve to the right, having a radius of 75.00 feet, through a central angle of 48°23'10", a chord bearing S 07°58'00" W and a chord distance of 61.47 feet, from which point the radius point bears S 73°46'25" W;

Thence S 32°09'35" W a distance of 773.94 feet;

Thence S 19°15'40" W a distance of 410.22 feet;

Thence 389.12 feet along the arc of a curve to the right, having a radius of 175.00 feet, through a central angle of 127°23'58", a chord bearing S 82°57'39" W and a chord distance of 313.77 feet;

Thence N 33°20'22" W a distance of 231.74 feet;

Thence N 01°19'09" E a distance of 819.69 feet;

Thence N 03°00'00" E a distance of 402.57 feet;

Thence 377.71 feet along the arc of a curve to the right, having a radius of 175.00 feet, through a central angle of 123°39'45", a chord bearing N 64°49'52" E and a chord distance of 308.55 feet;

Thence N 39°56'18" E a distance of 306.46 feet;

Thence 56.33 feet along the arc of a non-tangent curve to the right, having a radius of 75.00 feet, through a central angle of 43°02'09", a chord bearing N 20°52'53" W and a chord distance of 55.02 feet, from which point the radius point bears N 47°36'02" E;

Thence N 00°38'11" E a distance of 783.58 feet;

Thence N 06°00'00" W a distance of 694.44 feet;

Thence N 03°00'00" W a distance of 254.58 feet;

Thence 195.23 feet along the arc of a curve to the right, having a radius of 175.00 feet, through a central angle of 63°55'10", a chord bearing N 28°57'35" E and a chord distance of 185.26 feet;

Thence N 25°48'17" W a distance of 226.49 feet;

Thence 81.11 feet along the arc of a non-tangent curve to the right, having a radius of 75.00 feet, through a central angle of 61°57'42", a chord bearing N 77°09'42" W and a chord distance of 77.21 feet, from which point the radius point bears N 18°08'33" W;

Thence N 46°10'51" W a distance of 857.55 feet;

Thence N 06°06'16" W a distance of 435.12 feet;

Thence N 49°01'00" E a distance of 1132.56 feet;

Thence N 75°13'24" E a distance of 317.91 feet;

Thence 114.15 feet along the arc of a curve to the right, having a radius of 75.00 feet, through a central angle of 87°12'11", a chord bearing S 61°10'30" E and a chord distance of 103.45 feet;

Thence S 17°34'25" E a distance of 780.83 feet;

Thence S 26°00'00" E a distance of 513.11 feet;

Thence 143.57 feet along the arc of a curve to the right, having a radius of 175.00 feet, through a central angle of 47°00'18", a chord bearing S 02°29'51" E and a chord distance of 139.58 feet;

Thence S 65°43'09" E a distance of 575.04 feet;

Thence 133.36 feet along the arc of a non-tangent curve to the right, having a radius of 75.00 feet, through a central angle of 101°52'34", a chord bearing N 82°52'52" E and a chord distance of 116.47 feet, from which point the radius point bears S 58°03'25" E;

Thence N 47°19'04" E a distance of 27.89 feet;

Thence 61.29 feet along the arc of a non-tangent curve to the right, having a radius of 3053.00 feet, through a central angle of 01°09'01", a chord bearing N 42°06'26" W and a chord distance of 61.30 feet, from which point the radius point bears N 47°19'04" E;

Thence N 55°07'11" W a distance of 41.44 feet;

Thence 73.33 feet along the arc of a non-tangent curve to the right, having a radius of 3063.00 feet, through a central angle of 01°22'18", a chord bearing N 40°05'33" W and a chord distance of 73.33 feet, from which point the radius point bears N 49°13'18" E;

Thence N 38°39'15" W a distance of 158.01 feet;

Thence 257.22 feet along the arc of a non-tangent curve to the right, having a radius of 3065.00 feet, through a central angle of 04°48'30", a chord bearing N 34°02'51" W and a chord distance of 257.15 feet, from which point the radius point bears N 53°32'54" E;

Thence N 24°54'48" W a distance of 150.88 feet;

Thence 778.43 feet along the arc of a non-tangent curve to the right, having a radius of 3051.00 feet, through a central angle of 14°37'06", a chord bearing N 21°31'09" W and a chord distance of 776.32 feet, from which point the radius point bears N 61°10'18" E;

Thence N 14°12'36" W a distance of 230.81 feet;

Thence 715.09 feet along the arc of a curve to the left, having a radius of 2949.00 feet, through a central angle of 13°53'36", a chord bearing N 21°09'24" W and a chord distance of 713.34 feet;

Thence N 42°33'11" W a distance of 41.16 feet;

Thence 73.61 feet along the arc of a non-tangent curve to the left, having a radius of 2939.00 feet, through a central angle of 01°26'06", a chord bearing N 29°35'52" W and a chord distance of 73.60 feet, from which point the radius point bears S 61°07'11" W;

Thence N 25°24'48" W a distance of 110.46 feet;

Thence N 59°22'14" E a distance of 112.00 feet;

Thence S 31°59'09" E a distance of 21.01 feet;

Thence N 59°22'09" E a distance of 120.96 feet;

Thence 197.98 feet along the arc of a curve to the left, having a radius of 616.00 feet, through a central angle of 18°24'52", a chord bearing N 50°09'43" E and a chord distance of 197.13 feet;

Thence N 40°57'17" E a distance of 105.67 feet;

Thence 276.44 feet along the arc of a curve to the right, having a radius of 584.00 feet, through a central angle of 27°07'18", a chord bearing N 54°30'56" E and a chord distance of 273.87 feet;

Thence N 68°04'35" E a distance of 280.25 feet;

Thence 937.81 feet along the arc of a non-tangent curve to the right, having a radius of 832.00 feet, through a central angle of 64°34'57", a chord bearing N 12°42'34" E and a chord distance of 888.95 feet, from which point the radius point bears N 70°25'05" E;

Thence N 45°00'00" E a distance of 317.12 feet;

Thence 402.22 feet along the arc of a curve to the left, having a radius of 798.00 feet, through a central angle of 28°52'44", a chord bearing N 30°33'38" E and a chord distance of 397.97 feet;

Thence S 73°19'25" E a distance of 104.00 feet;

Thence 453.63 feet along the arc of a non-tangent curve to the right, having a radius of 902.00 feet, through a central angle of 28°48'53", a chord bearing S 30°35'33" W and a chord distance of 448.86 feet, from which point the radius point bears N 73°48'53" W;

Thence S 45°00'00" W a distance of 317.12 feet;

Thence 1204.15 feet along the arc of a non-tangent curve to the left, having a radius of 728.00 feet, through a central angle of 94°46'13", a chord bearing S 02°23'04" E and a chord distance of 1071.50 feet, from which point the radius point bears S 44°59'58" E;

Thence N 41°23'11" E a distance of 810.35 feet;

Thence S 67°07'49" E a distance of 42.76 feet;

Thence S 83°06'40" E a distance of 279.62 feet;

Thence S 00°00'00" E a distance of 228.68 feet;

Thence S 28°15'43" E a distance of 231.93 feet;

Thence S 29°34'22" E a distance of 54.49 feet;

Thence N 48°34'59" E a distance of 252.20 feet;

Thence 680.94 feet along the arc of a curve to the right, having a radius of 942.00 feet, through a central angle of 41°25'01", a chord bearing N 69°17'29" E and a chord distance of 666.21 feet;

Thence N 90°00'00" E a distance of 360.10 feet;

Thence 825.19 feet along the arc of a curve to the left, having a radius of 788.00 feet, through a central angle of 60°00'00", a chord bearing N 60°00'00" E and a chord distance of 788.00 feet;

Thence N 30°00'00" E a distance of 214.31 feet;

Thence S 60°13'47" E a distance of 104.00 feet;

Thence S 30°00'00" W a distance of 214.73 feet;

Thence 934.10 feet along the arc of a curve to the right, having a radius of 892.00 feet, through a central angle of 60°00'00", a chord bearing S 60°00'00" W and a chord distance of 892.00 feet;

Thence S 90°00'00" W a distance of 360.10 feet;

Thence 605.76 feet along the arc of a curve to the left, having a radius of 838.00 feet, through a central angle of 41°25'01", a chord bearing S 69°17'29" W and a chord distance of 592.66 feet;

Thence S 48°34'59" W a distance of 274.01 feet;

Thence S 29°34'22" E a distance of 74.14 feet;

Thence S 62°32'32" E a distance of 285.77 feet;

Thence N 65°48'24" E a distance of 238.09 feet;

Thence S 26°34'36" E a distance of 150.01 feet;

Thence S 09°01'11" E a distance of 149.11 feet;

Thence S 07°07'42" W a distance of 94.95 feet;

Thence S 15°15'44" E a distance of 241.76 feet;

Thence S 67°00'46" E a distance of 360.31 feet;

Thence S 27°12'24" E a distance of 283.86 feet;

Thence N 73°00'06" E a distance of 438.97 feet;

Thence 245.18 feet along the arc of a curve to the right, having a radius of 1947.00 feet, through a central angle of 07°12'54", a chord bearing N 76°36'33" E and a chord distance of 245.01 feet;

Thence S 09°47'00" E a distance of 93.00 feet;

Thence 233.47 feet along the arc of a non-tangent curve to the left, having a radius of 1854.00 feet, through a central angle of 07°12'54", a chord bearing S 76°36'33" W and a chord distance of 233.31 feet, from which point the radius point bears S 09°47'00" E;

Thence S 73°00'06" W a distance of 1080.38 feet;

Thence 376.01 feet along the arc of a non-tangent curve to the left, having a radius of 2954.00 feet, through a central angle of 07°17'35", a chord bearing S 69°25'57" W and a chord distance of 375.76 feet, from which point the radius point bears S 16°55'15" E;

Thence S 27°33'11" E a distance of 1227.02 feet;

Thence 140.05 feet along the arc of a non-tangent curve to the left, having a radius of 145.00 feet, through a central angle of 55°20'20", a chord bearing S 55°13'14" E and a chord distance of 134.67 feet, from which point the radius point bears N 62°26'56" E;

Thence 262.32 feet along the arc of a reverse curve to the right, having a radius of 255.00 feet, through a central angle of 58°56'28", a chord bearing S 53°25'10" E and a chord distance of 250.91 feet;

Thence 137.21 feet along the arc of a reverse curve to the left, having a radius of 145.00 feet, through a central angle of 54°13'09", a chord bearing S 51°03'31" E and a chord distance of 132.15 feet;

Thence S 08°43'11" W a distance of 142.29 feet;

Thence 137.22 feet along the arc of a non-tangent curve to the left, having a radius of 145.00 feet, through a central angle of 54°13'21", a chord bearing S 68°30'24" W and a chord distance of 132.16 feet, from which point the radius point bears S 05°37'05" W;

Thence 214.21 feet along the arc of a reverse curve to the right, having a radius of 255.00 feet, through a central angle of 48°07'51", a chord bearing S 65°27'40" W and a chord distance of 207.97 feet;

Thence 148.90 feet along the arc of a reverse curve to the left, having a radius of 145.00 feet, through a central angle of 58°50'07", a chord bearing S 60°06'32" W and a chord distance of 142.44 feet;

Thence S 30°41'28" W a distance of 439.61 feet;

Thence 1223.52 feet along the arc of a non-tangent curve to the right, having a radius of 7051.00 feet, through a central angle of 09°56'32", a chord bearing S 53°06'02" E and a chord distance of 1221.97 feet, from which point the radius point bears S 31°55'42" W;

Thence S 48°07'46" E a distance of 341.03 feet;

Thence S 62°08'30" E a distance of 49.56 feet;

Thence S 48°07'46" E a distance of 73.25 feet;

Thence S 48°44'20" E a distance of 188.09 feet;

Thence S 48°07'46" E a distance of 258.10 feet;

Thence S 43°20'08" E a distance of 182.31 feet;

Thence 352.26 feet along the arc of a non-tangent curve to the right, having a radius of 5051.00 feet, through a central angle of 03°59'45", a chord bearing S 44°51'51" E and a chord distance of 352.19 feet, from which point the radius point bears S 43°08'16" W;

Thence S 42°51'59" E a distance of 287.17 feet;

Thence S 89°30'44" E a distance of 1103.15 feet;

Thence S 89°47'14" E a distance of 2464.81 feet;

Thence N 00°08'29" E a distance of 354.24 feet;

Thence N 89°09'15" E a distance of 223.72 feet;

Thence S 00°50'45" E a distance of 100.00 feet;

Thence S 89°09'15" W a distance of 125.42 feet;

Thence S 00°08'29" W a distance of 356.08 feet;

Thence N 89°47'14" W a distance of 2565.18 feet;

Thence N 89°30'44" W a distance of 2646.01 feet to the POINT OF BEGINNING;

AND,

A parcel of land lying within the Southwest Quarter of Section 30, Township 5 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the south quarter corner of said Section 30, from which the southwest corner of Section 30 bears S 89°09'15" W a distance of 2636.94 feet;

Thence N 87°30'40" W a distance of 1719.22 feet, to the POINT OF BEGINNING;

Thence S 89°09'15" W a distance of 795.21 feet;

Thence N 22°51'50" E a distance of 2280.72 feet;

Thence S 29°40'41" E a distance of 307.24 feet;

Thence S 10°52'31" W a distance of 395.74 feet;

Thence S 00°45'13" E a distance of 393.01 feet;

Thence S 09°33'57" W a distance of 135.34 feet;

Thence S 23°09'06" W a distance of 592.19 feet;

Thence S 12°40'07" E a distance of 372.35 feet, to the POINT OF BEGINNING;

EXCEPT,

June 4, 2003
Shea Sunbelt Pleasant Point, L.L.C.
2002 Mass Grading Takedown
Page 14 of 21

A parcel of land lying within the Southwest Quarter of Section 25, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southwest corner of said Section 25, from which point the West Quarter corner of Section 25 bears N 00°13'14" E a distance of 2638.11 feet;

Thence N 25°21'59" E a distance of 110.23 feet to the POINT OF BEGINNING;

Thence 144.56 feet along the arc of a curve to the right, having a radius of 1162.00 feet, through a central angle of 07°07'40", a chord bearing N 39°34'34" E and a chord distance of 144.46 feet, from which point the radius point bears S 53°59'16" E;

Thence N 43°08'24" E a distance of 346.76 feet;

Thence N 47°42'50" E a distance of 150.48 feet;

Thence N 43°08'24" E a distance of 292.58 feet;

Thence S 52°22'50" E a distance of 21.09 feet;

Thence S 48°07'46" E a distance of 328.62 feet;

Thence 454.60 feet along the arc of a curve to the right, having a radius of 4949.00 feet, through a central angle of 05°15'47", a chord bearing S 45°29'53" E and a chord distance of 454.46 feet;

Thence S 42°51'59" E a distance of 190.87 feet;

Thence N 89°30'44" W a distance of 1355.96 feet to the POINT OF BEGINNING;

Said Description contains 11.0215 feet acres, more or less.

EXCEPT,

June 4, 2003
Shea Sunbelt Pleasant Point, L.L.C.
2002 Mass Grading Takedown
Page 15 of 21

A parcel of land lying within the East Half of Section 26, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the East Quarter corner of said Section 26, from which point the Northeast corner of Section 26 bears N 00°13'20" E a distance of 2639.23 feet;

Thence S 54°57'38" W a distance of 982.68 feet to the POINT OF BEGINNING;

Thence 379.17 feet along the arc of a curve to the left, having a radius of 7051.00 feet, through a central angle of 03°04'52", a chord bearing N 60°37'12" W and a chord distance of 379.13 feet, from which point the radius point bears S 30°55'14" W;

Thence N 62°09'38" W a distance of 342.02 feet;

Thence N 27°50'22" E a distance of 2.00 feet;

Thence 779.37 feet along the arc of a non-tangent curve to the right, having a radius of 2947.00 feet, through a central angle of 15°09'09", a chord bearing N 54°35'03" W and a chord distance of 777.10 feet, from which point the radius point bears N 27°50'22" E;

Thence N 40°41'46" W a distance of 138.55 feet;

Thence 250.28 feet along the arc of a non-tangent curve to the right, having a radius of 2935.00 feet, through a central angle of 04°53'09", a chord bearing N 41°52'33" W and a chord distance of 250.20 feet, from which point the radius point bears N 45°40'53" E;

Thence N 30°11'41" W a distance of 21.02 feet;

Thence N 52°05'24" E a distance of 86.99 feet;

Thence N 38°04'40" E a distance of 46.13 feet;

Thence N 52°05'24" E a distance of 808.06 feet;

Thence 541.03 feet along the arc of a curve to the right, having a radius of 2954.00 feet, through a central angle of 10°29'38", a chord bearing N 57°20'13" E and a chord distance of 540.28 feet;

Thence S 27°33'11" E a distance of 1232.03 feet;

Thence 140.04 feet along the arc of a curve to the right, having a radius of 145.00 feet, through a central angle of 55°20'12", a chord bearing S 00°06'55" W and a chord distance of 134.66 feet;

Thence 248.91 feet along the arc of a reverse curve to the left, having a radius of 255.00 feet, through a central angle of 55°55'40", a chord bearing S 00°10'49" E and a chord distance of 239.15 feet;

Thence 148.90 feet along the arc of a reverse curve to the right, having a radius of 145.00 feet, through a central angle of 58°50'07", a chord bearing S 01°16'25" W and a chord distance of 142.44 feet;

Thence S 30°41'28" W a distance of 438.02 feet to the POINT OF BEGINNING;

Said Description contains 44.4019 feet acres, more or less.

EXCEPT,

A parcel of land lying within the South Half of Section 23 and the North Half of Section 26, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the North Quarter corner of said Section 26, from which point the Northeast corner of Section 26 bears S 89°38'43" E a distance of 2643.17 feet;

Thence N 12°43'32" E a distance of 589.75 feet to the POINT OF BEGINNING;

Thence 500.49 feet along the arc of a curve to the left, having a radius of 832.00 feet, through a central angle of 34°27'58", a chord bearing S 41°29'56" E and a chord distance of 492.97 feet, from which point the radius point bears N 65°44'03" E;

Thence S 58°43'55" E a distance of 238.05 feet;

Thence 195.21 feet along the arc of a curve to the right, having a radius of 240.00 feet, through a central angle of 46°36'09", a chord bearing S 35°25'50" E and a chord distance of 189.87 feet;

Thence 199.68 feet along the arc of a curve to the left, having a radius of 185.00 feet, through a central angle of 61°50'30", a chord bearing S 43°03'01" E and a chord distance of 190.13 feet;

Thence 117.47 feet along the arc of a curve to the right, having a radius of 145.00 feet, through a central angle of 46°25'05", a chord bearing S 50°45'44" E and a chord distance of 114.28 feet;

Thence S 27°33'11" E a distance of 979.83 feet;

Thence 557.83 feet along the arc of a non-tangent curve to the left, having a radius of 3047.00 feet, through a central angle of 10°29'22", a chord bearing S 57°20'05" W and a chord distance of 557.06 feet, from which point the radius point bears S 27°25'14" E;

Thence S 52°05'24" W a distance of 518.43 feet;

Thence S 56°39'50" W a distance of 137.94 feet;

Thence S 51°58'40" W a distance of 266.66 feet;

Thence N 82°13'47" W a distance of 31.48 feet;

Thence 74.01 feet along the arc of a non-tangent curve to the right, having a radius of 2937.00 feet, through a central angle of 01°26'38", a chord bearing N 35°37'38" W and a chord distance of 74.01 feet, from which point the radius point bears N 53°39'03" E;

Thence N 48°34'40" W a distance of 49.13 feet;

Thence 1017.44 feet along the arc of a non-tangent curve to the right, having a radius of 2949.00 feet, through a central angle of 19°46'04", a chord bearing N 24°05'38" W and a chord distance of 1012.40 feet, from which point the radius point bears N 56°01'20" E;

Thence N 14°12'36" W a distance of 230.81 feet;

Thence 858.21 feet along the arc of a curve to the left, having a radius of 3051.00 feet, through a central angle of 16°07'00", a chord bearing N 22°16'06" W and a chord distance of 855.39 feet;

Thence N 03°58'45" W a distance of 23.50 feet;

Thence N 59°22'09" E a distance of 120.96 feet;

Thence 219.83 feet along the arc of a curve to the left, having a radius of 684.00 feet, through a central angle of 18°24'52", a chord bearing N 50°09'43" E and a chord distance of 218.89 feet;

Thence N 40°57'17" E a distance of 105.67 feet;

Thence 244.25 feet along the arc of a curve to the right, having a radius of 516.00 feet, through a central angle of 27°07'18", a chord bearing N 54°30'56" E and a chord distance of 241.98 feet;

Thence N 68°04'35" E a distance of 280.25 feet;

Said Description contains 67.3774 feet acres, more or less.

EXCEPT,

A parcel of land lying within Section 26 and the Northwest Quarter of Section 35, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the North Quarter corner of said Section 26, from which point the Northeast corner of Section 26 bears S 89°38'43" E a distance of 2643.17 feet;

Thence S 42°32'17" W a distance of 1382.95 feet to the POINT OF BEGINNING;

Thence S 03°20'47" E a distance of 624.77 feet;

Thence S 26°00'00" E a distance of 561.05 feet;

Thence 386.20 feet along the arc of a curve to the left, having a radius of 175.00 feet, through a central angle of 126°26'36", a chord bearing S 89°13'18" E and a chord distance of 312.46 feet;

Thence S 65°43'09" E a distance of 575.04 feet;

Thence 63.40 feet along the arc of a non-tangent curve to the left, having a radius of 75.00 feet, through a central angle of 48°26'15", a chord bearing S 07°36'01" E and a chord distance of 61.53 feet, from which point the radius point bears S 73°22'54" E;

Thence S 31°49'09" E a distance of 842.55 feet;

Thence S 63°00'00" E a distance of 243.12 feet;

Thence S 51°54'45" W a distance of 501.69 feet;

Thence S 13°04'01" W a distance of 104.46 feet;

Thence 108.41 feet along the arc of a non-tangent curve to the left, having a radius of 75.00 feet, through a central angle of 82°49'09", a chord bearing S 61°39'27" W and a chord distance of 99.22 feet, from which point the radius point bears S 13°04'01" W;

Thence S 20°14'52" W a distance of 833.32 feet;

Thence S 05°14'59" E a distance of 434.75 feet;

Thence 103.79 feet along the arc of a curve to the left, having a radius of 175.00 feet, through a central angle of 33°58'50", a chord bearing S 22°14'24" E and a chord distance of 102.27 feet;

Thence S 50°46'11" W a distance of 54.53 feet;

Thence 72.32 feet along the arc of a non-tangent curve to the left, having a radius of 75.00 feet, through a central angle of 55°15'03", a chord bearing N 66°51'20" W and a chord distance of 69.55 feet, from which point the radius point bears S 50°46'11" W;

June 4, 2003
Shea Sunbelt Pleasant Point, L.L.C.
2002 Mass Grading Takedown
Page 20 of 21

Thence S 85°31'08" W a distance of 512.57 feet;

Thence 324.16 feet along the arc of a curve to the left, having a radius of 175.00 feet, through a central angle of 106°07'54", a chord bearing S 32°27'11" W and a chord distance of 279.76 feet;

Thence S 66°06'41" W a distance of 114.98 feet;

Thence 133.42 feet along the arc of a non-tangent curve to the left, having a radius of 75.00 feet, through a central angle of 101°55'41", a chord bearing N 82°30'53" W and a chord distance of 116.51 feet, from which point the radius point bears S 58°26'57" W;

Thence S 46°31'16" W a distance of 841.93 feet;

Thence N 15°43'10" E a distance of 396.76 feet;

Thence N 03°00'00" E a distance of 419.50 feet;

Thence 152.06 feet along the arc of a curve to the left, having a radius of 175.00 feet, through a central angle of 49°47'09", a chord bearing N 21°53'35" W and a chord distance of 147.32 feet;

Thence N 39°56'18" E a distance of 306.46 feet;

Thence 140.43 feet along the arc of a non-tangent curve to the left, having a radius of 75.00 feet, through a central angle of 107°16'41", a chord bearing N 68°38'13" E and a chord distance of 120.79 feet, from which point the radius point bears N 32°16'34" E;

Thence N 14°59'53" E a distance of 826.16 feet;

Thence N 06°00'00" W a distance of 727.85 feet;

Thence N 03°00'00" W a distance of 245.42 feet;

Thence 334.54 feet along the arc of a curve to the left, having a radius of 175.00 feet, through a central angle of 109°31'44", a chord bearing N 57°45'52" W and a chord distance of 285.88 feet;

June 4, 2003
Shea Sunbelt Pleasant Point, L.L.C.
2002 Mass Grading Takedown
Page 21 of 21

Thence N 25°48'17" W a distance of 226.49 feet;

Thence 115.65 feet along the arc of a non-tangent curve to the left, having a radius of 75.00 feet, through a central angle of 88°21'08", a chord bearing N 12°21'25" E and a chord distance of 104.53 feet, from which point the radius point bears N 33°28'01" W;

Thence N 31°49'09" W a distance of 753.78 feet;

Thence N 06°06'16" W a distance of 266.48 feet;

Thence N 53°10'56" E a distance of 951.56 feet to the POINT OF BEGINNING;

Said Descriptions, less described exceptions contain 622.83 acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32"W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A. JOHNSTON
Date Signed
ARIZONA, U.S.A.

Stanley Consultants INC.
A Stanley Group Company
Engineering, Environmental and Construction Services Worldwide

May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (4)
2003 Takedown
Page 1 of 10

LEGAL DESCRIPTION

A parcel of land lying within the Southeast Quarter of Section 24, and the North Half of Section 25, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the north quarter corner of said Section 25, from which point the northwest corner of said Section 25 bears N 89°42'19" W a distance of 2638.71 feet;

Thence N 80°51'32" E a distance of 721.03 feet to the POINT OF BEGINNING;

Thence S 01°55'17" W a distance of 55.07 feet;

Thence S 22°06'10" W a distance of 937.05 feet;

Thence S 27°50'33" W a distance of 119.99 feet;

Thence S 22°06'10" W a distance of 238.74 feet;

Thence S 67°35'32" W a distance of 42.06 feet;

Thence N 66°55'06" W a distance of 1230.61 feet;

Thence 301.30 feet along the arc of a curve to the left, having a radius of 1944.00 feet, through a central angle of 08°52'50", a chord bearing N 71°21'31" W and a chord distance of 301.00 feet;

Thence N 11°16'18" E a distance of 21.03 feet;

Thence 305.64 feet along the arc of a non-tangent curve to the right, having a radius of 1965.00 feet, through a central angle of 08°54'42", a chord bearing S 71°22'27" E and a chord distance of 305.33 feet, from which point the radius point bears S 14°10'12" W;

Thence S 66°55'06" E a distance of 1217.22 feet;

Thence N 67°35'32" E a distance of 46.32 feet;

2929 East Camelback Road, Suite 130 • Phoenix, AZ 85016 • phone 602 912 6500 • fax 602.912 6599
internet: www.stanleygroup.com

May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (4)
2003 Takedown
Page 2 of 10

Thence N 22°06'10" E a distance of 223.97 feet;

Thence N 27°48'48" E a distance of 30.15 feet;

Thence N 22°06'10" E a distance of 1068.68 feet to the POINT OF BEGINNING;

Said Description contains 1.2703 acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32" W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

AND,

A parcel of land lying within the North Half of Section 25, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the north quarter corner of said Section 25, from which point the northwest corner of said Section 25 bears N 89°42'19" W a distance of 2638.71 feet;

Thence S 46°26'43" W a distance of 1176.55 feet to the POINT OF BEGINNING;

Thence S 66°55'06" E a distance of 719.43 feet;

Thence S 61°10'45" E a distance of 120.00 feet;

Thence S 66°55'06" E a distance of 251.96 feet;

Thence S 22°24'28" E a distance of 42.79 feet;

Thence S 22°06'10" W a distance of 22.57 feet;

Thence S 33°24'53" W a distance of 71.39 feet;

May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (4)
2003 Takedown
Page 3 of 10

Thence 36.92 feet along the arc of a non-tangent curve to the right, having a radius of 6925.00 feet, through a central angle of 00°18'20", a chord bearing S 22°18'27" W and a chord distance of 36.92 feet, from which point the radius point bears N 67°50'43" W;

Thence N 67°17'30" W a distance of 5.00 feet;

Thence 43.17 feet along the arc of a non-tangent curve to the left, having a radius of 6920.00 feet, through a central angle of 00°21'27", a chord bearing N 22°16'53" E and a chord distance of 43.17 feet, from which point the radius point bears N 67°32'24" W;

Thence N 22°06'10" E a distance of 83.36 feet;

Thence N 22°24'28" W a distance of 33.15 feet;

Thence N 66°55'06" W a distance of 240.39 feet;

Thence N 61°10'45" W a distance of 10.00 feet;

Thence N 66°55'06" W a distance of 828.37 feet;

Thence N 23°04'54" E a distance of 21.00 feet to the POINT OF BEGINNING;

Said Description contains 0.4908 acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32" W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

AND,

A parcel of land lying within the North Half, and Southwest Quarter of Section 25, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the north quarter corner of said Section 25, from which point the northwest corner of said Section 25 bears N 89°42'19" W a distance of 2638.71 feet;

May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (4)
2003 Takedown
Page 4 of 10

Thence S 03°22'53" E a distance of 1431.85 feet to the POINT OF BEGINNING;

Thence S 02°40'21" W a distance of 54.90 feet;

Thence 2422.84 feet along the arc of a non-tangent curve to the right, having a radius of 6939.00 feet, through a central angle of 20°00'20", a chord bearing S 33°08'14" W and a chord distance of 2410.55 feet, from which point the radius point bears N 66°51'56" W;

Thence S 43°08'24" W a distance of 154.12 feet;

Thence N 32°11'17" W a distance of 7.58 feet;

Thence 13.69 feet along the arc of a curve to the right, having a radius of 25.00 feet, through a central angle of 31°22'57", a chord bearing N 16°29'49" W and a chord distance of 13.52 feet;

Thence N 43°08'24" E a distance of 145.36 feet;

Thence 2467.67 feet along the arc of a curve to the left, having a radius of 6920.00 feet, through a central angle of 20°25'53", a chord bearing N 32°55'27" E and a chord distance of 2454.59 feet to the POINT OF BEGINNING;

Said Description contains 1.1324 acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32" W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

AND,

A parcel of land lying within the Southwest Quarter of Section 25, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the south quarter corner of said Section 25, from which point the southwest corner of said Section 25 bears N 89°42'19" W a distance of 2638.71 feet;

May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (4)
2003 Takedown
Page 5 of 10

Thence S 20°45'43" W a distance of 3872.52 feet to the POINT OF BEGINNING;

Thence 4.25 feet along the arc of a non-tangent curve to the left, having a radius of 55.00 feet, through a central angle of 04°25'52", a chord bearing S 29°58'21" E and a chord distance of 4.25 feet, from which point the radius point bears N 62°14'36" E;

Thence S 32°11'17" E a distance of 15.43 feet;

Thence S 43°08'24" W a distance of 526.13 feet;

Thence S 48°52'45" W a distance of 120.00 feet;

Thence S 43°08'24" W a distance of 74.66 feet;

Thence N 48°07'46" W a distance of 10.00 feet;

Thence N 43°08'24" E a distance of 80.65 feet;

Thence N 47°42'50" E a distance of 37.62 feet;

Thence N 43°08'24" E a distance of 607.41 feet to the POINT OF BEGINNING;

Said Description contains 0.2851 acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32" W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

AND,

A parcel of land lying within the Southwest Quarter of Section 25, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the south quarter corner of said Section 25, from which point the southwest corner of said Section 25 bears N 89°30'44" W a distance of 2646.01 feet;

May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (4)
2003 Takedown
Page 6 of 10

Thence N 59°13'54" W a distance of 2017.57 feet to the POINT OF BEGINNING;

Thence N 22°57'31" E a distance of 55.07 feet;

Thence N 43°08'24" E a distance of 628.90 feet;

Thence S 32°11'17" E a distance of 19.64 feet;

Thence S 43°08'24" W a distance of 675.62 feet to the POINT OF BEGINNING;

Said Description contains 0.2845 acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32" W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

AND,

A parcel of land lying within the North Half, and the Southwest Quarter of Section 25, and the Southeast Quarter of Section 24, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the south quarter corner of said Section 25, from which point the southwest corner of said Section 25 bears N 89°30'44" W a distance of 2646.01 feet;

Thence N 38°56'04" W a distance of 1989.72 feet to the POINT OF BEGINNING;

Thence N 32°11'17" W a distance of 19.64 feet;

Thence N 43°08'24" E a distance of 186.06 feet;

Thence 2592.58 feet along the arc of a curve to the left, having a radius of 7061.00 feet, through a central angle of 21°02'14", a chord bearing N 32°37'17" E and a chord distance of 2578.04 feet;

Thence N 22°06'10" E a distance of 1404.95 feet;

May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (4)
2003 Takedown
Page 7 of 10

Thence N 27°50'30" E a distance of 120.00 feet;

Thence N 22°06'10" E a distance of 256.00 feet;

Thence N 67°06'10" E a distance of 42.43 feet;

Thence S 67°53'50" E a distance of 24.55 feet;

Thence S 22°06'10" W a distance of 19.00 feet;

Thence S 67°06'10" W a distance of 63.00 feet;

Thence S 22°06'10" W a distance of 222.95 feet;

Thence S 27°50'30" W a distance of 30.00 feet;

Thence S 22°06'10" W a distance of 1494.00 feet;

Thence 2599.55 feet along the arc of a curve to the right, having a radius of 7080.00 feet, through a central angle of 21°02'14", a chord bearing S 32°37'17" W and a chord distance of 2584.98 feet;

Thence S 43°08'24" W a distance of 191.04 feet to the POINT OF BEGINNING;

Said Description contains 1.9616 acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32" W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

AND,

A parcel of land lying within the Northeast Quarter of Section 26, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (4)
2003 Takedown
Page 8 of 10

Commencing at the east quarter corner of said Section 26, from which point the northeast corner of said Section 26 bears N 00°13'20" E a distance of 2639.23 feet;

Thence N 43°18'48" W a distance of 252.57 feet to the POINT OF BEGINNING;

Thence 29.04 feet along the arc of a non-tangent curve to the right, having a radius of 50.00 feet, through a central angle of 33°16'48", a chord bearing N 55°17'26" W and a chord distance of 28.64 feet, from which point the radius point bears N 18°04'10" E;

Thence 201.77 feet along the arc of a reverse curve to the left, having a radius of 200.00 feet, through a central angle of 57°48'08", a chord bearing N 67°33'07" W and a chord distance of 193.32 feet;

Thence 60.13 feet along the arc of a reverse curve to the right, having a radius of 50.00 feet, through a central angle of 68°53'59", a chord bearing N 62°00'11" W and a chord distance of 56.57 feet;

Thence N 27°33'11" W a distance of 1324.96 feet;

Thence 418.57 feet along the arc of a non-tangent curve to the right, having a radius of 2954.00 feet, through a central angle of 08°07'07", a chord bearing N 69°01'11" E and a chord distance of 418.22 feet, from which point the radius point bears S 25°02'22" E;

Thence N 73°00'06" E a distance of 705.85 feet;

Thence S 04°05'16" W a distance of 20.36 feet;

Thence S 73°00'06" W a distance of 702.52 feet;

Thence 365.82 feet along the arc of a curve to the left, having a radius of 2935.00 feet, through a central angle of 07°08'29", a chord bearing S 69°25'52" W and a chord distance of 365.58 feet;

Thence S 18°50'54" W a distance of 48.59 feet;

Thence S 27°33'11" E a distance of 1270.09 feet;

May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (4)
2003 Takedown
Page 9 of 10

Thence 48.10 feet along the arc of a curve to the left, having a radius of 40.00 feet, through a central angle of 68°53'59", a chord bearing S 62°00'11" E and a chord distance of 45.25 feet;

Thence 239.37 feet along the arc of a reverse curve to the right, having a radius of 210.00 feet, through a central angle of 65°18'34", a chord bearing S 63°47'54" E and a chord distance of 226.62 feet to the POINT OF BEGINNING;

Said Description contains 0.8663 acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32" W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

AND,

A parcel of land lying within the Southeast Quarter of Section 24, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the south quarter corner of said Section 24, from which point the southeast corner of said Section 24 bears S 89°40'20" E a distance of 2566.59 feet;

Thence N 70°45'37" E a distance of 1097.53 feet to the POINT OF BEGINNING;

Thence N 67°53'50" W a distance of 36.55 feet;

Thence N 22°53'50" W a distance of 42.43 feet;

Thence N 67°53'50" W a distance of 61.00 feet;

Thence S 22°06'10" W a distance of 12.00 feet;

Thence N 67°53'50" W a distance of 73.00 feet;

Thence N 22°06'10" E a distance of 36.55 feet;

May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (4)
2003 Takedown
Page 10 of 10

Thence S 67°53'50" E a distance of 153.00 feet;

Thence S 22°53'50" E a distance of 61.59 feet;

Thence S 67°53'50" E a distance of 4.00 feet;

Thence S 22°06'10" W a distance of 11.00 feet to the POINT OF BEGINNING;

Said Description contains 0.1429 acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32" W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

Said Descriptions contain a combined acreage of 6.4339 acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
5-21-03
ARIZONA, U.S.A.

Stanley Consultants INC.
A Stanley Group Company
Engineering, Environmental and Construction Services - Worldwide

May 20, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (3)
2003 Takedown
Page 1 of 12

LEGAL DESCRIPTION

A parcel of land lying within the Southwest Quarter of Section 23 and the North Half of Section 26, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the West Quarter corner of Section 23, from which point the Southwest corner of Section 23 bears S 00°13'12" W a distance of 2639.81 feet;

Thence S 43°44'20" E a distance of 1836.19 feet to the POINT OF BEGINNING;

Thence S 89°41'47" E a distance of 19.22 feet;

Thence 990.19 feet along the arc of a non-tangent curve to the left, having a radius of 2556.00 feet, through a central angle of 22°11'47", a chord bearing S 19°31'58" E and a chord distance of 984.02 feet, from which point the radius point bears N 81°33'56" E;

Thence S 30°37'51" E a distance of 380.26 feet;

Thence S 14°22'09" W a distance of 42.43 feet;

Thence S 30°37'33" E a distance of 66.00 feet;

Thence S 75°32'29" E a distance of 35.33 feet;

Thence 70.59 feet along the arc of a non-tangent curve to the right, having a radius of 2939.00 feet, through a central angle of 01°22'34", a chord bearing S 29°34'06" E and a chord distance of 70.58 feet, from which point the radius point bears S 59°44'37" W;

Thence S 42°33'11" E a distance of 41.16 feet;

Thence 715.09 feet along the arc of a non-tangent curve to the right, having a radius of 2949.00 feet, through a central angle of 13°53'36", a chord bearing S 21°09'24" E and a chord distance of 713.34 feet, from which point the radius point bears S 61°53'48" W;

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May 20, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (3)
2003 Takedown
Page 2 of 12

Thence S 14°12'36" E a distance of 230.81 feet;

Thence 778.43 feet along the arc of a curve to the left, having a radius of 3051.00 feet, through a central angle of 14°37'06", a chord bearing S 21°31'09" E and a chord distance of 776.32 feet;

Thence S 24°54'48" E a distance of 150.88 feet;

Thence 257.22 feet along the arc of a non-tangent curve to the left, having a radius of 3065.00 feet, through a central angle of 04°48'30", a chord bearing S 34°02'51" E and a chord distance of 257.15 feet, from which point the radius point bears N 58°21'24" E;

Thence S 38°39'15" E a distance of 158.01 feet;

Thence 73.33 feet along the arc of a non-tangent curve to the left, having a radius of 3063.00 feet, through a central angle of 01°22'18", a chord bearing S 40°05'33" E and a chord distance of 73.33 feet, from which point the radius point bears N 50°35'36" E;

Thence S 55°07'11" E a distance of 41.44 feet;

Thence 61.29 feet along the arc of a non-tangent curve to the left, having a radius of 3053.00 feet, through a central angle of 01°09'01", a chord bearing S 42°06'26" E and a chord distance of 61.30 feet, from which point the radius point bears N 48°28'05" E;

Thence S 47°19'04" W a distance of 27.89 feet;

Thence 9.08 feet along the arc of a non-tangent curve to the left, having a radius of 75.00 feet, through a central angle of 06°56'23", a chord bearing N 49°39'02" W and a chord distance of 9.08 feet, from which point the radius point bears S 43°49'09" W;

Thence 145.86 feet along the arc of a non-tangent curve to the right, having a radius of 3082.00 feet, through a central angle of 02°42'42", a chord bearing N 41°09'32" W and a chord distance of 145.86 feet, from which point the radius point bears N 47°29'07" E;

Thence N 83°35'40" W a distance of 48.39 feet;

May 20, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (3)
2003 Takedown
Page 3 of 12

Thence N 26°53'41" E a distance of 23.49 feet;

Thence N 37°54'36" W a distance of 102.00 feet;

Thence N 86°04'44" W a distance of 31.49 feet;

Thence N 07°38'30" E a distance of 61.71 feet;

Thence 1163.72 feet along the arc of a non-tangent curve to the right, having a radius of 3075.00 feet, through a central angle of 21°41'00", a chord bearing N 25°03'06" W and a chord distance of 1156.79 feet, from which point the radius point bears N 54°06'24" E;

Thence N 14°12'36" W a distance of 230.81 feet;

Thence 795.40 feet along the arc of a curve to the left, having a radius of 2925.00 feet, through a central angle of 15°34'50", a chord bearing N 22°00'01" W and a chord distance of 792.96 feet;

Thence N 75°32'29" W a distance of 42.08 feet;

Thence N 30°37'00" W a distance of 103.90 feet;

Thence N 14°22'09" E a distance of 42.43 feet;

Thence N 30°37'51" W a distance of 361.26 feet;

Thence 1000.48 feet along the arc of a curve to the right, having a radius of 2575.00 feet, through a central angle of 22°15'41", a chord bearing N 19°30'01" W and a chord distance of 994.20 feet to the POINT OF BEGINNING;

Said Description contains 2.0291 feet acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32"W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

AND;

May 20, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (3)
2003 Takedown
Page 4 of 12

A parcel of land lying within the Southwest Quarter of Section 25, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southwest corner of Section 25, from which point the South Quarter corner of Section 25 bears S 89°38'43" E a distance of 2646.01 feet;

Thence S 25°21'59" W a distance of 110.23 feet to the POINT OF BEGINNING;

Thence 144.56 feet along the arc of a curve to the right, having a radius of 1162.00 feet, through a central angle of 07°07'40", a chord bearing N 39°34'34" E and a chord distance of 144.46 feet, from which point the radius point bears S 53°59'16" E;

Thence N 43°08'24" E a distance of 346.76 feet;

Thence N 47°42'50" E a distance of 150.48 feet;

Thence N 43°08'24" E a distance of 292.58 feet;

Thence S 52°22'50" E a distance of 21.09 feet;

Thence S 48°07'46" E a distance of 328.62 feet;

Thence 134.24 feet along the arc of a curve to the right, having a radius of 4949.00 feet, through a central angle of 01°33'15", a chord bearing S 47°21'09" E and a chord distance of 134.25 feet;

Thence S 43°25'29" W a distance of 39.27 feet;

Thence N 40°26'23" W a distance of 135.44 feet;

Thence N 43°47'33" W a distance of 39.00 feet;

Thence N 48°07'46" W a distance of 256.43 feet;

May 20, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (3)
2003 Takedown
Page 5 of 12

Thence S 87°30'19" W a distance of 51.03 feet;

Thence S 43°08'24" W a distance of 235.55 feet;

Thence S 48°52'45" W a distance of 120.00 feet;

Thence S 43°08'24" W a distance of 380.65 feet;

Thence 129.42 feet along the arc of a curve to the left, having a radius of 1144.00 feet, through a central angle of 06°28'54", a chord bearing S 39°53'57" W and a chord distance of 129.34 feet;

Thence N 89°30'44" W a distance of 22.21 feet to the POINT OF BEGINNING;

Said Description contains 0.6431 feet acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32"W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

AND;

A parcel of land lying within the East Half of Section 26, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the North Quarter corner of Section 26, from which point the Northeast corner of Section 26 bears N 89°38'43" W a distance of 2643.17 feet;

Thence S 11°31'21" E a distance of 2050.52 feet to the POINT OF BEGINNING;

Thence N 52°05'24" E a distance of 786.12 feet;

Thence 583.53 feet along the arc of a curve to the right, having a radius of 2954.00 feet, through a central angle of 11°19'05", a chord bearing N 57°44'57" E and a chord distance of 582.58 feet;

May 20, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (3)
2003 Takedown
Page 6 of 12

Thence S 27°33'11" E a distance of 1327.38 feet;

Thence 60.13 feet along the arc of a non-tangent curve to the right, having a radius of 50.00 feet, through a central angle of 68°54'23", a chord bearing S 06°53'36" W and a chord distance of 56.57 feet, from which point the radius point bears S 62°26'25" W;

Thence 277.70 feet along the arc of a reverse curve to the left, having a radius of 200.00 feet, through a central angle of 79°33'19", a chord bearing S 01°34'08" W and a chord distance of 255.92 feet;

Thence 60.13 feet along the arc of a reverse curve to the right, having a radius of 50.00 feet, through a central angle of 68°53'59", a chord bearing S 03°45'31" E and a chord distance of 56.57 feet;

Thence S 30°41'28" W a distance of 547.18 feet;

Thence 401.19 feet along the arc of a non-tangent curve to the left, having a radius of 7051.00 feet, through a central angle of 03°15'36", a chord bearing N 60°31'50" W and a chord distance of 401.12 feet, from which point the radius point bears S 31°05'58" W;

Thence N 62°09'38" W a distance of 342.02 feet;

Thence N 27°50'22" E a distance of 2.00 feet;

Thence 779.37 feet along the arc of a non-tangent curve to the right, having a radius of 2947.00 feet, through a central angle of 15°09'09", a chord bearing N 54°35'03" W and a chord distance of 777.10 feet, from which point the radius point bears N 27°50'22" E;

Thence N 40°41'46" W a distance of 138.55 feet;

Thence 123.11 feet along the arc of a non-tangent curve to the right, having a radius of 2935.00 feet, through a central angle of 02°24'12", a chord bearing N 43°07'01" W and a chord distance of 123.11 feet, from which point the radius point bears N 45°40'53" E;

May 20, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (3)
2003 Takedown
Page 7 of 12

Thence N 52°05'24" E a distance of 17.04 feet;

Thence 1029.88 feet along the arc of a non-tangent curve to the left, having a radius of 2918.00 feet, through a central angle of 20°13'19", a chord bearing S 52°02'58" E and a chord distance of 1024.54 feet, from which point the radius point bears N 48°03'41" E;

Thence S 62°09'38" E a distance of 342.02 feet;

Thence 359.17 feet along the arc of a curve to the right, having a radius of 7082.00 feet, through a central angle of 02°54'21", a chord bearing S 60°42'28" E and a chord distance of 359.13 feet;

Thence N 75°50'04" E a distance of 47.33 feet;

Thence N 30°41'28" E a distance of 482.62 feet;

Thence 48.10 feet along the arc of a curve to the left, having a radius of 40.00 feet, through a central angle of 68°53'59", a chord bearing N 03°45'31" W and a chord distance of 45.25 feet;

Thence 291.59 feet along the arc of a reverse curve to the right, having a radius of 210.00 feet, through a central angle of 79°33'19", a chord bearing N 01°34'08" E and a chord distance of 268.72 feet;

Thence 48.10 feet along the arc of a reverse curve to the left, having a radius of 40.00 feet, through a central angle of 68°53'59", a chord bearing N 06°53'48" E and a chord distance of 45.25 feet;

Thence N 27°33'11" W a distance of 1272.99 feet;

Thence N 72°13'05" W a distance of 50.35 feet;

Thence 534.71 feet along the arc of a non-tangent curve to the left, having a radius of 2935.00 feet, through a central angle of 10°26'18", a chord bearing S 57°18'33" W and a chord distance of 533.96 feet, from which point the radius point bears S 27°28'18" E;

May 20, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (3)
2003 Takedown
Page 8 of 12

Thence S 52°05'24" W a distance of 786.12 feet;

Thence N 37°54'36" W a distance of 19.00 feet to the POINT OF BEGINNING;

Said Description contains 2.2974 feet acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32"W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

AND;

A parcel of land lying within the Southwest Quarter of Section 25 and the Southeast Quarter of Section 26, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southwest corner of Section 25, from which point the South Quarter corner of Section 25 bears S 89°30'44" E a distance of 2646.01 feet;

Thence N 25°05'41" E a distance of 1193.25 feet to the POINT OF BEGINNING;

Thence N 48°07'46" W a distance of 292.06 feet;

Thence 371.17 feet along the arc of a curve to the left, having a radius of 7051.00 feet, through a central angle of 03°00'58", a chord bearing N 49°38'15" W and a chord distance of 371.10 feet;

Thence 874.36 feet along the arc of a curve to the left, having a radius of 7051.00 feet, through a central angle of 07°06'18", a chord bearing N 54°41'53" W and a chord distance of 873.81 feet;

Thence N 30°41'28" E a distance of 548.20 feet;

Thence 60.13 feet along the arc of a curve to the right, having a radius of 50.00 feet, through a central angle of 68°54'00", a chord bearing N 65°08'28" E and a chord distance of 56.57 feet;

May 20, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (3)
2003 Takedown
Page 9 of 12

Thence 335.25 feet along the arc of a reverse curve to the left, having a radius of 200.00 feet, through a central angle of 96°02'29", a chord bearing N 51°34'13" E and a chord distance of 297.35 feet;

Thence 29.04 feet along the arc of a reverse curve to the right, having a radius of 50.00 feet, through a central angle of 33°16'48", a chord bearing N 20°11'23" E and a chord distance of 28.64 feet;

Thence 379.53 feet along the arc of a non-tangent curve to the right, having a radius of 210.00 feet, through a central angle of 103°32'55", a chord bearing S 47°49'00" W and a chord distance of 329.94 feet, from which point the radius point bears S 86°02'33" W;

Thence 48.10 feet along the arc of a reverse curve to the left, having a radius of 40.00 feet, through a central angle of 68°54'00", a chord bearing S 65°08'28" W and a chord distance of 45.25 feet;

Thence S 30°41'28" W a distance of 483.71 feet;

Thence S 13°43'08" E a distance of 48.19 feet;

Thence 1207.85 feet along the arc of a non-tangent curve to the right, having a radius of 7082.00 feet, through a central angle of 09°46'19", a chord bearing S 53°00'56" E and a chord distance of 1206.36 feet, from which point the radius point bears S 32°05'55" W;

Thence S 48°07'46" E a distance of 292.74 feet;

Thence S 43°08'24" W a distance of 31.01 feet to the POINT OF BEGINNING;

Said Description contains 1.324 feet acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32"W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

AND;

May 20, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (3)
2003 Takedown
Page 10 of 12

A parcel of land lying within the Northwest Quarter of Section 23, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northwest corner of said Section 23, from which point the North Quarter corner of Section 23 bears S 89°42'04" E a distance of 2643.63 feet;

Thence S 41°52'30" E a distance of 1442.03 to the POINT OF BEGINNING;

Thence N 73°00'00" E a distance of 131.05 feet;

Thence S 16°54'00" E a distance of 28.25 feet;

Thence S 73°00'00" W a distance of 118.00 feet;

Thence S 30°21'32" W a distance of 40.64 feet;

Thence S 12°16'55" E a distance of 141.00 feet;

Thence N 77°43'05" E a distance of 17.66 feet;

Thence S 59°38'28" E a distance of 44.14 feet;

Thence S 17°00'00" E a distance of 38.12 feet;

Thence S 10°28'49" E a distance of 70.46 feet;

Thence S 17°00'00" E a distance of 34.92 feet;

Thence S 73°00'00" W a distance of 5.00 feet;

Thence S 17°00'00" E a distance of 30.00 feet;

Thence S 37°08'45" E a distance of 37.75 feet;

May 20, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (3)
2003 Takedown
Page 11 of 12

Thence S 17°00'00" E a distance of 137.84 feet;

Thence 735.04 feet along the arc of a curve to the right, having a radius of 2444.00 feet, through a central angle of 17°13'55", a chord bearing S 08°23'03" E and a chord distance of 732.27 feet;

Thence S 00°13'55" W a distance of 8.03 feet;

Thence 34.57 feet along the arc of a non-tangent curve to the right, having a radius of 97.00 feet, through a central angle of 20°25'19", a chord bearing N 33°28'47" W and a chord distance of 34.39 feet, from which point the radius point bears N 46°18'34" E;

Thence 708.74 feet along the arc of a non-tangent curve to the left, having a radius of 2425.00 feet, through a central angle of 16°44'44", a chord bearing N 08°37'38" W and a chord distance of 706.23 feet, from which point the radius point bears S 89°44'44" W;

Thence N 17°00'00" W a distance of 328.63 feet;

Thence N 59°38'28" W a distance of 57.71 feet;

Thence S 77°43'05" W a distance of 17.52 feet;

Thence N 12°16'55" W a distance of 165.00 feet;

Thence N 30°21'32" E a distance of 58.43 feet to the POINT OF BEGINNING;

Said Description contains 0.6823 feet acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32"W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

AND;

May 20, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (3)
2003 Takedown
Page 12 of 12

A parcel of land lying within the Northwest Quarter of Section 23, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the West Quarter corner of said Section 23, from which point the Northwest corner of Section 23 bears N 00°13'03" E a distance of 2639.56;

Thence N 89°41'21" W a distance of 1245.89 feet to the POINT OF BEGINNING;

Thence N 00°13'55" E a distance of 270.93 feet;

Thence 24.45 feet along the arc of a non-tangent curve to the left, having a radius of 127.00 feet, through a central angle of 11°01'48", a chord bearing S 50°52'37" E and a chord distance of 24.41 feet, from which point the radius point bears N 44°38'17" E;

Thence S 00°13'55" W a distance of 255.63 feet;

Thence N 89°41'21" W a distance of 19.00 feet to the POINT OF BEGINNING;

Said Description contains 0.1146 feet acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32"W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

Said Descriptions contain a combined acreage of 7.0905 acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
5-21-03
ARIZONA U.S.A.

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Stanley Consultants INC.
A Stanley Group Company
Engineering, Environmental and Construction Services - Worldwide

May 20, 2003
Shea-Sunbelt Pleasant Point, L.L.C.
MUE Parcel 2-2003 Takedown
Page 1 of 4

LEGAL DESCRIPTION

A parcel of land lying within the North Half of Section 23, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the northwest corner of said Section 23 (GLO brass cap), said point bears N 89°42'04" W a distance of 2643.63 feet from the north quarter corner thereof (GLO brass cap);

Thence S 46°49'44" E a distance of 1521.02 feet to POINT OF BEGINNING #1;

Thence S 59°38'28" E a distance of 57.71 feet;

Thence N 77°43'05" E a distance of 235.24 feet;

Thence 178.50 feet along the arc of a curve to the right, having a radius of 3285.00 feet, through a central angle of 03°06'48", and a chord bearing N 79°16'29" E;

Thence N 87°23'16" E a distance of 46.66 feet to the beginning of a non-tangent curve to the right from which point the radius point bears S 08°21'32" E;

Thence 2350.04 feet along the arc of said curve to the right, having a radius of 3280.00 feet, through a central angle of 41°03'04", and a chord bearing S 77°50'00" E to a point known as POINT "A";

Thence S 32°41'32" W a distance of 19.00 feet to the beginning of a non-tangent curve to the left from which point the radius point bears S 32°41'32" W;

Thence 2230.33 feet along the arc of said curve to the left, having a radius of 3261.00 feet, through a central angle of 39°11'13", a chord bearing N 76°54'05" W;

Thence S 87°23'16" W a distance of 153.71 feet to the beginning of a non-tangent curve to the left from which point the radius point bears S 09°10'43" E;

Thence 177.39 feet along the arc of said curve to the left, having a radius of 3275.00 feet, through a central angle of 03°06'12", and a chord bearing S 79°16'11" W;

Thence S 77°43'05" W a distance of 262.71 feet;

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Thence N 59°38'28" W a distance of 44.14 feet;

Thence N 30°02'23" E a distance of 25.96 feet to POINT OF BEGINNING #1;

Said Description contains 1.1510 acres of land, more or less, including any easements of record.

AND,

A parcel of land lying within the East Half of Section 23 and the Southwest Quarter of Section 24, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at said POINT "A";

Thence 519.03 feet along the arc of a curve to the right, having a radius of 3280.00 feet, through a central angle of 9°03'59", and a chord bearing S 52°46'28" E, from which point the radius point bears S 41°45'31" W, to POINT OF BEGINNING #2;

Thence 791.25 feet along the arc of a curve to the right, having a radius of 3280.00 feet, through a central angle of 13°49'18", and a chord bearing S 41°19'50" E;

Thence S 34°25'12" E a distance of 624.77 feet;

Thence 1270.75 feet along the arc of a curve to the left, having a radius of 2920.00 feet, through a central angle of 24°56'04", and a chord bearing S 46°53'14" E to a point known as POINT "B";

Thence S 74°45'56" W a distance of 26.39 feet to the beginning of a non-tangent curve to the right from which point the radius point bears N 31°00'13" E;

Thence 1260.65 feet along the arc of said curve to the right, having a radius of 2939.00 feet, through a central angle of 24°34'35", and a chord bearing N 46°42'29" W;

Thence N 34°25'12" W a distance of 624.78 feet;

Thence 786.65 feet along the arc of a curve to the left, having a radius of 3261.00 feet, through a central angle of 13°49'17", and a chord bearing N 41°19'50" W;

May 20, 2003
Shea-Sunbelt Pleasant Point, L.L.C.
MUE Parcel 2-2003 Takedown
Page 3 of 4
Thence N 41°45'31" E a distance of 19.00 feet to POINT OF BEGINNING #2;

Said Description contains 1.1687 acres of land, more or less, including any easements of record.

AND,

A parcel of land lying within the South Half of Section 24, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at said POINT "B";

Thence 89.71 feet along the arc of a curve to the left, having a radius of 2920.00 feet, through a central angle of 01°45'37", and a chord bearing S 64°30'22" E, from which point the radius point bears N 28°53'07" E to the POINT OF BEGINNING #3;

Thence 345.67 feet along the arc of a curve to the left, having a radius of 2920.00 feet, through a central angle of 06°46'58", and a chord bearing S 64°30'22" E and a chord distance of 345.47 feet, from which point the radius point bears N 28°53'07" E;

Thence S 67°53'50" E a distance of 2285.97 feet to a point known as POINT "C";

Thence N 88°04'43" W a distance of 55.07 feet;

Thence N 67°53'50" W a distance of 2234.28 feet;

Thence 329.54 feet along the arc of a curve to the right, having a radius of 2939.00 feet, through a central angle of 06°25'28", and a chord bearing N 64°41'06" W;

Thence N 15°14'04" W a distance of 26.39 feet to POINT OF BEGINNING #3;

Said Description contains 1.1331 acres of land, more or less, including any easements of record.

AND,

A parcel of land lying within the Southeast Quarter of Section 24, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

May 20, 2003
Shea-Sunbelt Pleasant Point, L.L.C.
MUE Parcel 2-2003 Takedown
Page 4 of 4

Commencing at said POINT "C";

Thence S 67°53'50" E a distance of 30.00 feet to POINT OF BEGINNING #4;

Thence S 67°53'50" E a distance of 110.45 feet;

Thence N 67°06'10" E a distance of 63.00 feet;

Thence S 67°53'50" E a distance of 10.00 feet;

Thence S 22°06'10" W a distance of 33.55 feet;

Thence S 67°06'10" W a distance of 42.43 feet;

Thence N 67°53'50" W a distance of 40.00 feet;

Thence N 56°35'15" W a distance of 71.39 feet;

Thence N 67°53'50" W a distance of 25.00 feet;

Thence N 22°06'10" E a distance of 5.00 feet to POINT OF BEGINNING #4;

Said Description contains 0.0754 acres of land, more or less, including any easements of record.

The basis of bearing for the above descriptions is N 89°55'32" W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

Said descriptions contain a combined acreage of 3.5282 acres of land, more or less.

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TROY A.
RAY
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May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (1)
2003 Takedown
Page 1 of 10

LEGAL DESCRIPTION

A parcel of land lying within the North Half of Section 23, Township 5 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northwest Corner of said Section 23 from which the North Quarter Corner of said Section 23 bears S 89°42'04" E a distance of 2643.63 feet;

Thence S 48°38'13" E a distance of 1809.01 to the POINT OF BEGINNING;

Thence N 57°32'12" E a distance of 54.95 feet to a non-tangent curve to the right;

Thence 1022.41 feet along the arc of said non-tangent curve to the right, having a radius of 3139.00 feet, through a central angle of 18°39'43", a chord bearing N 86°45'05" E and a chord distance of 1017.90 feet, from which point the radius point bears S 12°34'47" E;

Thence S 78°15'39" E a distance of 166.08 feet to a non-tangent curve to the right;

Thence 243.97 feet along the arc of said non-tangent curve to the right, having a radius of 3127.00 feet, through a central angle of 04°28'13", a chord bearing S 78°39'10" E and a chord distance of 243.91 feet, from which point the radius point bears S 09°06'43" W;

Thence S 30°42'11" E a distance of 42.10 feet;

Thence S 14°44'12" W a distance of 158.79 feet to the beginning of a curve to the left;

Thence 698.05 feet along the arc of said curve to the left, having a radius of 933.00 feet, through a central angle of 42°52'02", a chord bearing S 06°41'49" E and a chord distance of 681.88 feet;

Thence S 14°28'27" W a distance of 43.50 feet;

Thence S 58°00'00" W a distance of 311.42 feet to the beginning of a curve to the right;

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May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (1)
2003 Takedown
Page 2 of 10

Thence 613.19 feet along the arc of said curve to the right, having a radius of 717.00 feet, through a central angle of 49°00'00", a chord bearing S 82°30'00" W and a chord distance of 594.67 feet;

Thence N 73°00'00" W a distance of 304.21 feet to the beginning of a curve to the left;

Thence 302.85 feet along the arc of said curve to the left, having a radius of 933.00 feet, through a central angle of 18°35'53", a chord bearing N 82°17'57" W and a chord distance of 301.52 feet;

Thence S 88°24'07" W a distance of 32.79 feet;

Thence N 47°41'04" W a distance of 43.24 feet to a non-tangent curve to the left;

Thence 34.46 feet along the arc of said non-tangent curve to the left, having a radius of 2556.00 feet, through a central angle of 00°46'21", a chord bearing N 03°44'49" W and a chord distance of 34.47 feet, from which point the radius point bears S 86°38'22" W;

Thence N 01°38'38" E a distance of 70.06 feet to a non-tangent curve to the left;

Thence 35.76 feet along the arc of said non-tangent curve to the left, having a radius of 2564.00 feet, through a central angle of 00°47'57", a chord bearing N 06°05'26" W and a chord distance of 35.77 feet, from which point the radius point bears S 84°18'32" W;

Thence N 82°50'21" E a distance of 5.00 feet to a non-tangent curve to the left;

Thence 30.00 feet along the arc of said non-tangent curve to the left, having a radius of 2569.00 feet, through a central angle of 00°40'09", a chord bearing N 06°49'34" W and a chord distance of 30.00 feet, from which point the radius point bears S 83°30'30" W;

Thence N 27°44'11" W a distance of 37.68 feet to a non-tangent curve to the left;

Thence 422.45 feet along the arc of said non-tangent curve to the left, having a radius of 2556.00 feet, through a central angle of 09°28'11", a chord bearing N 12°41'11" W and a chord distance of 421.98 feet, from which point the radius point bears S 82°02'54" W;

May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C
MUE Parcel (1)
2003 Takedown
Page 3 of 10

Thence N 12°42'27" W a distance of 81.09 feet;

Thence N 17°00'00" W a distance of 250.97 feet;

Thence N 30°21'32" E a distance of 40.64 feet;

Thence N 77°43'05" E a distance of 42.58 feet;

Thence N 89°01'40" E a distance of 71.39 feet;

Thence N 77°43'05" E a distance of 35.00 feet;

Thence S 12°16'55" E a distance of 5.00 feet;

Thence S 77°43'05" W a distance of 121.85 feet;

Thence S 30°21'32" W a distance of 55.71 feet;

Thence S 17°00'00" E a distance of 319.38 feet to the beginning of a curve to the right;

Thence 605.13 feet along the arc of said curve to the right, having a radius of 2575.00 feet, through a central angle of 13°27'53", a chord bearing S 10°16'03" E and a chord distance of 603.75 feet;

Thence S 48°49'40" E a distance of 28.60 feet;

Thence N 88°24'07" E a distance of 24.21 feet to the beginning of a curve to the right;

Thence 309.02 feet along the arc of said curve to the right, having a radius of 952.00 feet, through a central angle of 18°35'53", a chord bearing S 82°17'57" E and a chord distance of 307.66 feet;

Thence S 73°00'00" E a distance of 304.21 feet to the beginning of a curve to the left;

Thence 596.94 feet along the arc of said curve to the left, having a radius of 698.00 feet, through a central angle of 49°00'00", a chord bearing N 82°30'00" E and a chord distance of 578.91 feet;

Thence N 58°00'00" E a distance of 293.26 feet;

Thence N 15°01'01" E a distance of 43.89 feet to a non-tangent curve to the right;

Thence 694.53 feet along the arc of said non-tangent curve to the right, having a radius of 952.00 feet, through a central angle of 41°48'00", a chord bearing N 06°09'48" W and a chord distance of 679.23 feet, from which point the radius point bears N 62°56'12" E;

Thence N 14°44'12" E a distance of 144.07 feet;

Thence N 30°42'11" W a distance of 48.03 feet to a non-tangent curve to the left;

Thence 220.00 feet along the arc of said non-tangent curve to the left, having a radius of 3117.00 feet, through a central angle of 04°02'38", a chord bearing N 78°52'13" W and a chord distance of 219.94 feet, from which point the radius point bears S 13°09'06" W;

Thence N 78°15'39" W a distance of 54.86 feet to a non-tangent curve to the left;

Thence 1109.96 feet along the arc of said non-tangent curve to the left, having a radius of 3120.00 feet, through a central angle of 20°23'00", a chord bearing S 87°54'35" W and a chord distance of 1104.12 feet, from which point the radius point bears S 08°06'05" W;

Thence S 77°43'05" W a distance of 67.89 feet to the POINT OF BEGINNING.

Said Description contains 2.0859 acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32" W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

AND,

May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (1)
2003 Takedown
Page 5 of 10

A parcel of land lying within Section 23, Township 5 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northwest Corner of said Section 23 from which the North Quarter Corner of said Section 23 bears S 89°42'04" E a distance of 2643.63 feet;

Thence S 42°05'38" E a distance of 3287.22 to a point on a non-tangent curve to the left, the POINT OF BEGINNING;

Thence 461.54 feet along the arc of said non-tangent curve to the left, having a radius of 783.00 feet, through a central angle of 33°46'24", a chord bearing N 74°53'12" E and a chord distance of 454.89 feet, from which point the radius point bears N 01°46'24" E;

Thence N 58°00'00" E a distance of 311.42 feet;

Thence S 78°28'27" E a distance of 43.50 feet to a non-tangent curve to the left;

Thence 67.26 feet along the arc of said non-tangent curve to the left, having a radius of 933.00 feet, through a central angle of 04°07'50", a chord bearing S 37°56'05" E and a chord distance of 67.25 feet, from which point the radius point bears N 54°07'50" E;

Thence S 40°00'00" E a distance of 335.43 feet to the beginning of a curve to the right;

Thence 1124.33 feet along the arc of said curve to the right, having a radius of 817.00 feet, through a central angle of 78°50'53", a chord bearing S 00°34'34" E and a chord distance of 1037.68 feet;

Thence N 38°07'39" W a distance of 19.51 feet to a non-tangent curve to the left;

Thence 1093.78 feet along the arc of said non-tangent curve to the left, having a radius of 798.00 feet, through a central angle of 78°31'56", a chord bearing N 00°44'02" W and a chord distance of 1010.15 feet, from which point the radius point bears N 51°28'04" W;

Thence N 40°00'00" W a distance of 335.43 feet to the beginning of a curve to the right;

May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (1)
2003 Takedown
Page 6 of 10

Thence 50.90 feet along the arc of said curve to the right, having a radius of 952.00 feet, through a central angle of 03°03'48", a chord bearing N 38°28'06" W and a chord distance of 50.89 feet;

Thence N 79°01'01" W a distance of 43.89 feet;

Thence S 58°00'00" W a distance of 293.26 feet to the beginning of a curve to the right;

Thence 472.15 feet along the arc of said curve to the right, having a radius of 802.00 feet, through a central angle of 33°43'52", a chord bearing S 74°51'56" W and a chord distance of 465.37 feet;

Thence N 00°00'00" W a distance of 19.01 feet to the POINT OF BEGINNING.

Said Description contains 1.0175 acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32" W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

AND,

A parcel of land lying within the East Half of Section 23, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northeast Corner of said Section 23 from which the North Quarter Corner of said Section 23 bears N 89°42'39" W a distance of 2641.10 feet;

Thence S 30°02'58" W a distance of 3696.42 feet to a point on a non-tangent curve to the left, the POINT OF BEGINNING;

Thence 846.80 feet along the arc of said non-tangent curve to the left, having a radius of 883.00 feet, through a central angle of 54°56'48", a chord bearing N 12°31'36" W and a chord distance of 814.72 feet, from which point the radius point bears N 75°03'12" W;

Thence N 40°00'00" W a distance of 335.43 feet to the beginning of a curve to the right;

May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (1)
2003 Takedown
Page 7 of 10

Thence 707.91 feet along the arc of said curve to the right, having a radius of 867.00 feet, through a central angle of 46°46'56", a chord bearing N 16°36'32" W and a chord distance of 688.41 feet;

Thence N 15°56'59" E a distance of 145.39 feet;

Thence N 14°44'12" E a distance of 145.27 feet;

Thence N 60°16'44" E a distance of 42.02 feet to a non-tangent curve to the right;

Thence 2163.22 feet along the arc of said non-tangent curve to the right, having a radius of 3139.00 feet, through a central angle of 39°29'06", a chord bearing S 54°09'45" E and a chord distance of 2120.67 feet, from which point the radius point bears S 16°05'42" W;

Thence S 34°25'12" E a distance of 569.09 feet;

Thence S 52°42'42" W a distance of 19.02 feet;

Thence N 34°25'12" W a distance of 570.04 feet to the beginning of a curve to the left;

Thence 2135.38 feet along the arc of said curve to the left, having a radius of 3120.00 feet, through a central angle of 39°12'51", a chord bearing N 54°01'37" W and a chord distance of 2093.94 feet;

Thence S 60°17'03" W a distance of 47.23 feet;

Thence S 14°44'12" W a distance of 128.45 feet;

Thence S 16°14'28" W a distance of 65.69 feet to a non-tangent curve to the left;

Thence 763.61 feet along the arc of said non-tangent curve to the left, having a radius of 848.00 feet, through a central angle of 51°35'38", a chord bearing S 14°12'11" E and a chord distance of 738.07 feet, from which point the radius point bears S 78°24'22" E;

Thence S 40°00'00" E a distance of 335.43 feet to the beginning of a curve to the right;

May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (1)
2003 Takedown
Page 8 of 10

Thence 865.76 feet along the arc of said curve to the right, having a radius of 902.00 feet, through a central angle of 54°59'37", a chord bearing S 12°30'11" E and a chord distance of 832.91 feet;

Thence N 72°49'30" W a distance of 19.01 feet to the POINT OF BEGINNING.

Said Description contains 2.1089 feet acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32" W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

AND,

A parcel of land lying within the Southwest Quarter of Section 24, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northwest Corner of said Section 24 from which the North Quarter Corner of said Section 24 bears S 89°38'17" E a distance of 2637.11 feet;

Thence S 04°51'48" E a distance of 3570.61 feet to a point on a non-tangent curve to the left, the POINT OF BEGINNING;

Thence 514.15 feet along the arc of said non-tangent curve to the left, having a radius of 3061.00 feet, through a central angle of 09°37'26", a chord bearing S 54°48'01" E and a chord distance of 513.54 feet, from which point the radius point bears N 40°00'42" E;

Thence S 30°00'00" W a distance of 215.13 feet to the beginning of a curve to the right;

Thence 118.11 feet along the arc of said curve to the right, having a radius of 807.00 feet, through a central angle of 08°23'07", a chord bearing S 34°11'34" W and a chord distance of 118.00 feet;

Thence N 72°41'26" W a distance of 20.40 feet to a non-tangent curve to the left;

May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (1)
2003 Takedown
Page 9 of 10

Thence 122.66 feet along the arc of said non-tangent curve to the left, having a radius of 788.00 feet, through a central angle of 08°55'07", a chord bearing N 34°27'34" E and a chord distance of 122.54 feet, from which point the radius point bears N 51°04'53" W;

Thence N 30°00'00" E a distance of 170.70 feet;

Thence N 14°39'56" W a distance of 36.63 feet to a non-tangent curve to the right;

Thence 465.77 feet along the arc of said non-tangent curve to the right, having a radius of 3080.00 feet, through a central angle of 08°39'52", a chord bearing N 54°26'59" W and a chord distance of 465.33 feet, from which point the radius point bears N 31°13'05" E;

Thence N 19°56'27" E a distance of 20.22 feet to the POINT OF BEGINNING.

Said Description contains 0.3691 feet acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32" W for a line between GDACS Control Station 11C1 to Control Station 1AI1.

AND,

A parcel lying within the South Half of Section 24, Township 5 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the South Quarter corner of Section 24, from which point the Southwest corner of Section 24 bears N 89°42'19" W a distance of 2638.71 feet;

Thence N 39°18'44" W a distance of 1235.17 feet to the POINT OF BEGINNING;

Thence S 67°53'50" E a distance of 1276.07 feet;

Thence S 63°48'42" E a distance of 168.43 feet;

Thence S 67°53'50" E a distance of 246.00 feet;

May 21, 2003
Shea Sunbelt Pleasant Point, L.L.C.
MUE Parcel (1)
2003 Takedown
Page 10 of 10

Thence S 22°53'50" E a distance of 42.43 feet;

Thence S 22°06'10" W a distance of 40.00 feet;

Thence S 33°24'45" W a distance of 71.39 feet;

Thence S 22°06'10" W a distance of 35.00 feet;

Thence N 67°53'50" W a distance of 5.00 feet;

Thence N 22°06'10" E a distance of 120.45 feet;

Thence N 22°53'50" W a distance of 50.27 feet;

Thence N 67°53'50" W a distance of 222.13 feet;

Thence N 63°48'42" W a distance of 168.43 feet;

Thence N 67°53'50" W a distance of 1275.57 feet;

Thence N 22°39'10" E a distance of 19.00 feet to the POINT OF BEGINNING.

Said description contains 0.8002 acres, more or less.

The basis of bearing for the subject parcel is N 89°55'32"W for a line between GDACS Control Station 1IC1 to Control Station 1AI1.

Said Descriptions contain a combined acreage of 6.3816 acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
5-21-03
ARIZONA, U.S.A.

Q:\16048\Survey\Village A Exhibits\Documents\MUE-Strip1.doc

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR VISTANCIA VILLAGE A

JULY 31, 2003

First American Title

OFFICIAL RECORDS OF
Unofficial Documents
DER
14:05
NG

WHEN RECORDED RETURN TO:
Shea Sunbelt Pleasant Point, LLC
c/o John Graham
6720 N. Scottsdale Road, Suite #160
Scottsdale, AZ 85253-4424

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS, CHARGES, SERVITUDES, LIENS, RESERVATIONS AND EASEMENTS for VISTANCIA VILLAGE A

30543 1/1

THIS AMENDED AND RESTATED DECLARATION of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements (as further defined in Article I below, the "Declaration") is made this 31st day of July, 2003, by SHEA SUNBELT PLEASANT POINT, LLC, a Delaware limited liability company (as further defined in Article I below, the "Declarant").

RECITALS

A. That certain Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Vistancia Village A, dated July 9, 2003, was recorded on July 9, 2003, at Instrument No. 2003-0898773 in the Official Records of the Maricopa County Recorder ("MCR"), and thereafter re-recorded on July 11, 2003, at Instrument No. 2003-0912020 in the Official Records of MCR (the "Original Declaration").

B. Declarant desires to amend and restate the Original Declaration. Pursuant to Article XIV, Section 14.2(a)(i) of the Original Declaration, Declarant, as the holder of the Class B Membership (as hereinafter defined), has the power and authority to amend the Original Declaration without the consent of the Board or any Member, subject only to the approvals of the Vistancia Declarant and the Access Entity (as such terms are hereinafter defined).

NOW, THEREFORE, the Original Declaration is hereby amended and restated in its entirety as hereinafter set forth, shall be of no further force or effect, and is replaced and superceded in its entirety by this Declaration. The requisite approvals of the Vistancia Declarant and the Access Entity are evidenced by such parties' signed consents below.

NOW, THEREFORE, Declarant hereby declares as follows:

WITNESSETH

WHEREAS, Declarant is the owner and developer of approximately one thousand two hundred fifteen and 78/100 (1,215.78) acres of land in the City of Peoria, County of Maricopa, State of Arizona, known as "Vistancia Village A", which is a portion of the master-planned community known as "Vistancia" (defined in Article XVI, Section 16.1(a)) and subject to the Vistancia Declaration (defined in Article XVI, Section 16.1(a)) and to the CSER (defined in Article XVII, Section 17.1); and

WHEREAS, Declarant wishes to subject to the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations and easements hereinafter set forth that portion of Vistancia Village A comprising approximately six hundred fifty-four and 73/100 (654.73) acres of land as legally described on Exhibit "A" attached hereto (as further defined in Article I below, the "Subject Property"); and

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WHEREAS, Declarant may, but is not obligated to, annex Additional Property (defined below) to the Subject Property, to become a part thereof and subject to this Declaration; and

WHEREAS, Declarant desires to develop, in stages, the Subject Property and those portions of the Additional Property which may from time to time be annexed pursuant to this Declaration and become part of the Subject Property; and

WHEREAS, as part of the various stages of development of the aforesaid lands, Declarant intends, but is not obligated, to Record (defined below) various subdivision plats; to dedicate portions of the Subject Property and/or Additional Property to the public for streets, roadways, drainage, flood control, and general public use; and to Record various Tract Declarations (defined below) covering portions of the Subject Property, which Tract Declarations will designate the purposes for which such portions of the Subject Property may be used and may set forth additional covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations and easements applicable to such portions of the Subject Property; and

WHEREAS, Declarant desires to form a non-profit corporation for the social and recreational purposes of benefiting the Members (defined below), and for the other purposes set forth herein, which non-profit corporation (as further defined in Article I below, the "Association") will (1) acquire, construct, operate, manage and maintain a variety of Common Areas (defined below) within the Subject Property; (2) establish, levy, collect and disburse the Assessments (defined below) and other charges imposed hereunder; (3) as the agent and representative of the Members, administer and enforce all provisions hereof and enforce use and other restrictions imposed on various parts of the Subject Property; and (4) be a member of Vistancia Maintenance

Corporation (defined in Article XVI, Section 16.1 below) and administer and comply with the obligations of the Association pursuant to the Vistancia Declaration; and

WHEREAS, Declarant is preparing the necessary documents for the incorporation and organization of the Association and may, but is not obligated to, seek approval thereof by the Federal Housing Administration ("FHA"), the Veterans Administration ("VA") and any other governmental agencies or financial institutions whose approval Declarant deems necessary or desirable; and

WHEREAS, in order to cause the Declaration to run with the Subject Property and to be binding upon the Subject Property, the Members, the Owners (defined below) and all other Persons (defined below) from and after the date of the Recording of this Declaration, Declarant hereby makes all conveyances of the Subject Property, whether or not so provided therein, subject to this Declaration and the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations and easements herein set forth; and by accepting Deeds (defined below), leases, easements or other grants or conve[illegible] portion of the Subject Property, the Owners, other transferees, and all other Persons acquiring any interest in the Subject Property or any portion thereof, for themselves and their heirs, executors, administrators, trustees, personal representatives, successors and assigns, agree that they shall be personally bound by all of the provisions of the Declaration (including but not limited to the obligation to pay Assessments) hereinafter set forth except to the extent such Persons are specifically excepted herefrom.

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NOW, THEREFORE, DECLARANT hereby declares as follows:

ARTICLE I
DEFINITIONS

Initially capitalized words, phrases or terms used but not defined in this Declaration shall have the meanings ascribed to them in the Vistancia Declaration, unless the context otherwise requires. The following initially capitalized words, phrases or terms used in this Declaration shall have the following meanings:

A. "Additional Property" shall mean real property situated in the City of Peoria, State of Arizona, and the Improvements located thereon, described on Exhibit "B" attached hereto. Additional Property may be added to the Subject Property in one or more additional phases by Supplemental Declaration pursuant to the provisions of Article XIII hereof.

B. "Annual Assessment" shall mean the charge levied and assessed each year against each Lot and Parcel pursuant to Article VII, Section 7.2 hereof, and shall include, without limitation, the amount of the Vistancia Annual Assessment (defined in Article XVI, Section 16.1(d) below).

C. "Articles" shall mean the Articles of Incorporation of the Association as the same may from time to time be amended or supplemented.

D. "Assessable Property" shall mean any Lot or Parcel within the Subject Property, except such part or parts thereof as may from time to time constitute Exempt Property.

E. "Assessment" shall mean Annual Assessment, Special Assessment, Special Use Fee and/or Maintenance Charge, individually or collectively as the context may require.

F. "Assessment Lien" shall mean the lien created and imposed by Article VII, Section 7.1 hereof.

G. "Assessment Period" shall mean the time period set forth in Article VII, Section 7.8.

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H. "Association" shall mean the Arizona non-profit corporation to be organized by Declarant to administer and enforce this Declaration and to exercise the rights, powers and duties set forth in this Declaration, its successors and assigns. Declarant hereby reserves the exclusive right to cause such Association to be incorporated and intends to name the Association "Vistancia Village A Community Association", and hereby reserves the right to use any similar name if, for any legal or other reason, "Vistancia Village A Community Association" cannot or should not be used.

I. "Association Land" shall mean such part or parts of the Subject Property, together with the buildings, structures and Improvements thereon, and other real property, which the Association may at any time own in fee or in which the Association may at any time have a leasehold interest, for as long as the Association is the owner of the fee or leasehold interest; provided, however, that notwithstanding the foregoing, any Community Common Area (as defined in the Vistancia Declaration) which the Association may at any time own in fee shall not be included within the meaning of the term "Association Land".

J. "Association Rules" shall mean rules adopted by the Association pursuant to this Declaration, as amended from time to time.

K. "Board" shall mean the Board of Directors of the Association.

L. "Bylaws" shall mean the Bylaws of the Association as the same may from time to time be amended or supplemented.

M. "Cluster Residential Development" shall mean Lots limited by a Tract Declaration to Single Family occupancy of those types of residential housing

arrangements known as townhouses, clustered housing, zero-lot line housing and similar arrangements, together with related areas intended for the use and enjoyment of the Owners and occupants of the Lots in the Cluster Residential Development.

N. "Commercial Development" shall mean a Lot or Parcel limited by a Tract Declaration to use for commercial (including without limitation office and retail) and/or industrial purposes as approved by the Board and the Design Review Committee and within the restrictions created by this Declaration and any Supplemental Declaration and/or Tract Declaration which may be Recorded by Declarant in accordance herewith.

O. "Common Area" and "Common Areas" shall mean (a) all Association Land and the Improvements thereon; (b) all land within the Subject Property which the Declarant, or a Developer (with the written consent of Declarant), by this Declaration or other Recorded instrument, makes available for use by the Members and evidences its intent to convey to the Association at a later date; (c) all land within the Subject Property which the Declarant or a Developer (with the written consent of Declarant) indicates on a Recorded subdivisi... ...ract Declaration is to be used for landscaping, water retention, drainage, and/or flood control for the benefit of the Subject Property, the Additional Property, the general public and/or any property subjected from time to time to the Vistancia Declaration, which is to be dedicated to the public upon the expiration of a fixed period of time, but only until such land is so dedicated; and/or (d) all land within the Subject Property which is owned privately or by a governmental agency for which the Association has accepted responsibility for maintenance (either pursuant to this Declaration or a separate instrument), and which benefits the Members, the Association and/or any property subjected from time to time to the Vistancia Declaration by limited use, full use, or aesthetic consistency (including, but not limited to, landscaping within dedicated rights-of-way within or adjacent to the Subject Property and/or the Additional Property). Notwithstanding the foregoing, "Common Area" and "Common Areas" shall not include any Community Common Area, whether owned by the Association or by Vistancia Maintenance Corporation or some other Person.

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P. "Condominium Development" shall mean a condominium established under the laws of the state of Arizona.

Q. "Condominium Unit" shall mean a unit, together with any appurtenant interest in all common elements, within a Condominium Development.

R. "County" shall mean and refer to the County of Maricopa, State of Arizona.

S. "Declarant" shall mean SHEA SUNBELT PLEASANT POINT, LLC, a Delaware limited liability company, and the successors and assigns of Declarant's rights and powers hereunder, as set forth by a Recorded instrument.

T. "Declaration" shall mean this Amended and Restated Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements, as amended or supplemented from time to time, which replaces and supercedes in its entirety the Original Declaration.

U. "Deed" shall mean a deed or other instrument conveying the fee simple title in a "Lot" or "Parcel".

V. "Design Guidelines" shall mean the architectural guidelines and standards promulgated by the Design Review Committee as provided in Article XI, Section 11.1 hereof, as the same may be amended or supplemented from time to time.

W. "Design Review Committee" shall mean the committee of the Association to be created and appointed pursuant to Article XI, Section 11.1 hereof.

X. "Developer" means a Person who is engaged in residential or commercial real estate development and who pu Unofficial Document or more Lots or Parcels from the Declarant or from an affiliate of the Declarant for the purpose of constructing Improvements thereon for sale or lease, or a landbanking entity which purchases one or more Lots or Parcels from the Declarant or from an affiliate of Declarant for the purpose of conveying, from time to time, all or any portion thereof to a Person who is engaged in residential or commercial real estate development and acquires such property from such landbanking entity for the purpose of constructing Improvements thereon for sale or lease, and is designated as a Developer hereunder in a Recorded instrument signed by Declarant, and the successors and assigns of such Developer so designated.

Y. "Development Master Plan" shall mean, collectively, those certain Master Plans defined in the Development and Annexation Agreement for White Peak Ranch and Lakeland Village as approved the City of Peoria on October 4, 2001, and Recorded on October 24, 2001, in Instrument No. 2001-0986718, as the same may be amended from time to time.

Z. "Dwelling Unit" shall mean any building or portion of a building situated upon a Lot or Parcel designed and intended for use and occupancy as a residence by a Single Family.

Aa. "Exempt Property" shall mean the following parts of the Subject Property: (1) all land and improvements owned by or dedicated to and accepted by the United States, the State of Arizona, the City of Peoria, or any political subdivision for so long as such governmental authority is the owner thereof or for so long as said dedication remains effective; (2) all Association Land, for so long as the Association is the owner or lessee thereof; and (3) all Community Common Areas, whether owned by the Association or Vistancia Maintenance Corporation or some other Person.

Bb. "General Commercial Development" shall mean a Parcel limited by a Tract Declaration to be used for various retail, office, industrial or other commercial purposes within the restrictions created by the Tract Declaration and this Declaration.

Cc. "Improvement" shall mean buildings, roads, driveways, levees, dams, channels, basins, parking areas, fences, walls, rocks, hedges, plantings, planted trees and shrubs, watering systems, and all other structures or landscaping Improvements of every type and kind.

Dd. "Land Use Classification" shall mean the classification to be established by the Declarant pursuant to Article IV, Section 4.1 hereof, which designates the type of Improvements which may be constructed on a Lot, Parcel or Association Land and the purposes for which such Improvements and the Lot, Parcel or Association Land on which they are located may be utilized.

Ee. "Lessee" shall mean the lessee under a Lease, including an assignee of a Lease but excluding any Person who has assigned all of his interest in a Lease.

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Ff. "Lot" shall mean any area of real property within the Subject Property designated as a lot on any subdivision plat Recorded with the approval of the Declarant and/or the Board as required hereby and any Condominium Unit within the Subject Property (but in no event shall Community Common Areas constitute a Lot for purposes hereof).

Gg. "Maintenance Charges" shall mean any and all costs assessed pursuant to Article X, Section 10.2 and Section 10.3 hereof.

Hh. "Member" shall mean any Person holding a Membership in the Association pursuant to this Declaration, including without limitation the Declarant.

Ii. "Membership" shall mean a Membership in the Association and the corresponding rights, privileges and responsibilities of the Members pursuant to this Declaration, including but not limited to, the provisions of Article VI hereof.

Jj. "Owner" shall mean the record owner, whether one or more Persons, of beneficial or equitable title (and legal title if the same has merged with the beneficial or equitable title) to the fee simple interest in a Lot or Parcel. Owner shall not include (i) Persons having an interest in a Lot or Parcel merely as security for the performance of an obligation, or (ii) a Lessee, Tenant, Resident or other occupant. Owner shall include a purchaser under a contract for the conveyance of real property subject to the provisions of Arizona Revised Statutes Section 33-741 et. seq. Owner shall not include a purchaser under a purchase contract and receipt, escrow instructions or similar executory contract which is intended to control the rights and obligations of the

parties to the executory contract pending the closing of a sale or purchase transaction. In the case of Lots or Parcels subject to the lien of a deed of trust pursuant to Arizona Revised Statutes § 33-801, et. seq., the Trustor shall be deemed to be the Owner. In the case of Lots or Parcels the fee simple title to which is vested in a trustee pursuant to a dual beneficiary trust agreement, subdivision trust agreement or similar agreement, the beneficiary of any such trust who is entitled to possession of the trust property shall be deemed to be the Owner.

Kk. "Parcel" shall mean any area of real property within the Subject Property which (i) is not included within the boundaries of any Recorded subdivision plat or condominium plat, or is designated as a parcel within the boundaries of any subdivision plat Recorded and approved by the Declarant and/or the Board as required hereby (but in no event shall Community Common Areas constitute a Parcel for purposes hereof); and (ii) is subject to a Tract Declaration; and (iii) is not Association Land or Community Common Area.

Ll. "Party Wall" shall mean a wa.. [illegible] constructed on or immediately adjacent to the common boundary of Lots and/or Parcels or the common boundary of Common Areas and a Lot or Parcel or the common boundary of a Lot, Parcel or Common Areas and the Community Common Areas.

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Mm. "Permittee" shall mean a Member's family members, agents, guests and invitees, and the Tenants, Lessees, Residents or other occupants of such Member's Lot or Parcel and their respective family members, agents, guests and invitees, individually or collectively as the context may require.

Nn. "Person" shall mean a human being, a corporation, a partnership, a trustee, a limited liability company or other legal entity.

Oo. "Recording" (or any derivative thereof) shall mean placing an instrument of public record in the office of the County Recorder of Maricopa County, Arizona, and "Recorded" shall mean having been so placed of public record.

Pp. "Reduced Assessments" shall mean the reduced assessments described in Article VII, Section 7.3(c) through Section 7.3(g), inclusive, hereof.

Qq. "Rental Apartment" shall mean a Dwelling Unit within a building containing four (4) or more Dwelling Units under single ownership, each of which is assigned and utilized, otherwise than as a hotel or on some other transient basis, for rental or leased residential purposes to non-owners on a non-cooperative basis. This term is intended to include rented or leased apartments in the typically regarded sense as of the date hereof, and it is not intended to include unusual or atypical arrangements or any arrangements whereby the apartment occupant is, directly or indirectly, an owner or beneficiary of ownership in his apartment or whereby he occupies his apartment

pursuant to some form of reciprocal use agreement, irrespective of whether any such arrangements may otherwise fall within the aforesaid definition.

Rr. "Resident" shall mean each natural person residing in a Dwelling Unit.

Ss. "Residential Condominium Development" shall mean a Condominium Development which is limited by a Tract Declaration to residential use.

Tt. "Shopping Center Development" shall mean a Parcel limited by a Tract Declaration to be used as a neighborhood or other shopping center within the restrictions created by the Tract Declaration and this Declaration.

Uu. "Single Family" shall mean a group of one or more natural persons each related to the other by blood, marriage or legal adoption, or a group of not more than three (3) natural persons not all so related, who maintain a common household in a Dwelling Unit.

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Vv. "Single Family Residential Development" shall mean a Parcel limited by a Tract Declaration for use as a development of Single Family detached housing, each Dwelling Unit being intended for use by a Single Family.

Ww. "Special Assessment" shall mean any assessment levied and assessed pursuant to Article VII, Section 7.5 hereof, and shall include, without limitation, the amount of any Vistancia Special Assessment (defined in Article XVI, Section 16.1(d) below).

Xx. "Special Use Fees" shall mean special fees authorized by this Declaration which an Owner or any other Person is obligated to pay to the Association over, above and in addition to any Annual Assessments, Special Assessments or Maintenance Charges imposed or payable hereunder, levied and assessed pursuant to Article VII, Section 7.6 hereof.

Yy. "Sub-Association" shall mean an owners association created within the Subject Property (other than the Association established under this Declaration), which owners association shall be subject to this Declaration. Each Owner who is a member of a Sub-Association shall also hold Membership in the Association established under this Declaration. A Sub-Association shall not hold a membership in Vistancia Maintenance Corporation.

Zz. "Subject Property" shall mean the real property situated in the City of Peoria, Arizona, described on Exhibit "A" attached hereto, and the Improvements to be completed thereon, and any Additional Property (and the Improvements thereon) annexed to the Subject Property pursuant to the provisions of Article XIII hereof (but only after annexation is effective), but excluding any Community Common Areas.

AA. "Supplemental Declaration" shall mean a written instrument Recorded pursuant to Article XIII hereof.

BB. "Tenant" shall mean any Person who occupies property located on the Subject Property under any type of rental or letting arrangement but is not included in the definition of a Lessee.

CC. "Tract Declaration" shall mean a declaration Recorded pursuant to Article IV, Section 4.1 of this Declaration.

DD. "Utility Services" shall have the meaning set forth in the CSER, to wit: any sewer, water, gas, electric, any other utility or common functional services provided to the residences and commercial structures (if any) within any portion of Vistancia from time to time subjected to the CSER, together with any facilities related to such services; provided, however, that the term or phrase "Utility Services" shall not mean or refer to or include any "Communication Services" as such term is defined in the CSER.

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EE. "Visible From Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a natural person six feet tall, standing at ground level on any part of any street, Lot, Parcel, Common Area or Community Common Area.

ARTICLE II
PROPERTY SUBJECT TO THE VISTANCIA VILLAGE A DECLARATION

Section 2.1. General Declaration Creating Vistancia Village A. Declarant intends (but is not obligated) to develop the Subject Property and to sell and convey Lots and Parcels. As portions of the Subject Property are developed, Declarant intends, with respect to particular property, to record one or more Tract Declarations covering Lots and Parcels and designating Common Areas which will incorporate this Declaration and which will establish such additional covenants, conditions, and restrictions as may be appropriate for that property. Declarant hereby declares that all of the Subject Property is, and shall be, held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred, in whole or in part, subject to this Declaration and any Recorded Supplemental Declaration(s) and Tract Declaration(s) applicable thereto, as amended or modified from time to time; provided, however, property which is not part of a Lot or Parcel and which is dedicated or conveyed to the public or a governmental entity for public purposes shall not be subject to this Declaration and the covenants herein contained while owned by the public or the governmental entity, although restrictions imposed in this Declaration upon the Members concerning the use and maintenance of such public areas shall at all times apply to the Members, their respective Permittees, and all other Persons occupying or entering upon the Subject Property. This Declaration,

any Supplemental Declarations and any Tract Declarations are declared and agreed to be in furtherance of a general plan for the subdivision, improvement and sale of the Subject Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Subject Property and every part thereof. All of this Declaration shall run with the Subject Property and with all Lots, Parcels and Association Land for all purposes and shall be binding upon and inure to the benefit of Declarant, the Association, the Members and their respective successors in interest, and, with respect to the provisions relating to the Vistancia Declarant (defined in Article XVI, Section 16.1(b) below), the Vistancia Declaration, the Vistancia Assessments (defined in Article XVI, Section 16.1(d) below) and other Vistancia Obligations (defined in Article VIII, Section 8.1 below), the Vistancia Lien (defined in Article XVI, Section 16.1(e) below), the Community Common Areas, Vistancia Maintenance Corporation, the Vistancia Rules (defined in Article XVI, Section 16.1(f) below), any obligations of the Association arising out of or in connection with the Vistancia Declaration, and any obligations of the Members as members of a Village Association (as that term is defined in the Vistancia Declaration) arising out of or in connection with the Vistancia Dec[illegible], [illegible]ll inure to the benefit of Vistancia Maintenance Corporation and the Vistancia Declarant. Except as provided herein, in the CSER, or in the Vistancia Declaration with respect to the approval rights reserved by the Vistancia Declarant or Vistancia Maintenance Corporation, nothing in this Declaration shall be construed to prevent the Declarant from modifying its plan of development as to any portion of the Subject Property or Additional Property owned by the Declarant, or from Recording any subdivision plats covering any portion of the Subject Property or Additional Property owned by the Declarant, or from dedicating or conveying portions of the Subject Property or Additional Property owned by the Declarant, including streets or roadways, for uses other than as a Lot, Parcel or Association Land.

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Section 2.2. Association Bound. Upon issuance of a Certificate of Incorporation by the Arizona Corporation Commission to the Association, this Declaration shall be binding upon and shall benefit the Association.

ARTICLE III
EASEMENTS AND RIGHTS OF ENJOYMENT IN COMMON AREAS

Section 3.1. Easements of Enjoyment. Every Member shall have a non-exclusive right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot and Parcel, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other Special Use Fees for the use of any recreational or other facility situated upon the Common Areas.

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities and other Common Areas by any Member (i) for any period during which any Assessment against his Lot or Parcel remains delinquent, (ii) for a period not to exceed 60 days for any infraction of this Declaration, a Tract Declaration, the Association Rules or the Design Guidelines, and (iii) for successive suspension periods if any such infraction is not corrected during any prior suspension period.

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility company for such purposes and subject to such conditions as may be agreed to by the Association, subject to and as limited by the Vistancia Declaration and the CSER. Unless otherwise required by zoning stipulations or agreements with the City of Peoria effective prior to the date hereof or specified on a Recorded subdivision plat, no such dedication or transfer shall be effective unless approved by the Members representing at least 75% of the votes entitled to be cast by each class of Membership, except that the [illegible] ..ave the authority, without obtaining the approval of the Members, to transfer to such public agencies, authorities or utility companies easements and rights-of-way which are intended to benefit the Subject Property and which do not have any substantial adverse affect on the enjoyment of the Common Areas by the Members, subject to and as limited by the Vistancia Declaration and the CSER. Any such dedication or transfer shall be subject to the prior written approval of Vistancia Maintenance Corporation or the Vistancia Declarant, as required hereby or by the Vistancia Declaration, and of the Declarant for so long as the Declarant owns any Lot or Parcel or any other portion of the Subject Property, or owns or holds an option to purchase any part of the Additional Property, and of the Grantee named in the CSER to the extent required thereby.

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(d) The right of the Association to regulate the use of the Common Areas through the Association Rules and to prohibit access to those Common Areas, such as landscaped rights-of-way, not intended for use by the Members. The Association Rules shall be intended to enhance the preservation of the Common Areas for the safety and convenience of the Members, or otherwise shall serve to promote the best interests of the Members, all as determined in the absolute discretion of the Board. Only Members and Permittees to whom such a Member's rights of enjoyment therein have been delegated in accordance with Article III, Section 3.2 below shall have the right to use the Common Area, except as otherwise specifically provided herein, in the Vistancia Declaration or in the CSER.

(e) If a Recorded Tract Declaration designates a portion of the Common Area as an area which is to be operated, maintained, repaired and replaced by the Association but which is for the sole or primary benefit of the Members owning fewer than all of the Lots and Parcels in the Subject Property, then only

the Members owning those Lots and Parcels which are assessed a Special Use Fee therefor (as designated in such Tract Declaration), and Permittees to whom such a Member's rights of enjoyment therein have been delegated in accordance with Article III, Section 3.2 below, shall have the right to use such portion of the Common Area, except as otherwise specifically provided herein, in the Vistancia Declaration or in the CSER.

Section 3.2. Delegation of Use. Any Member may, subject to the Association Rules, this Declaration and any applicable Tract Declaration, (a) delegate his right of enjoyment in the Common Areas to one or more Permittees; or (b) designate another Person to exercise all of his rights (but not liabilities or voting rights), which other Person shall, during the period of such designation, have the sole right to delegate rights of enjoyment pursuant to Subsection (a) of this Section. Permittees to whom a Member's rights of enjoyment have been delegated in accordance with this Section 3.2 shall be subject to all restrictions, limitations, covenants, conditions and other provisions of the Association Rules, this Declaration and any applicable Tract Declaration which pertain to the use [illegible] ance of the Common Areas, and the suspension of any Member's use rights in accordance with Article III, Section 3.1(b) hereof shall automatically suspend any right of such Member's Permittees to use the recreational facilities and other Common Areas during the period of such suspension. Each Member shall be accountable hereunder for the acts and omissions of its Permittees as if such acts or omissions had been committed by the Member.

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Section 3.3 Construction and Development Easements. All easements and rights granted or reserved in this Section 3.3 are subject to and limited by the CSER and the rights of the Access Entity (as defined in Section 15.1 of the Vistancia Declaration) and of any Communication Service Providers (as defined in Section 15.3 of the Vistancia Declaration) arising thereunder.

(a) There is hereby reserved to the Declarant and granted to the Association and to their respective duly authorized employees, agents, representatives, successors, assigns, consultants, contractors, subcontractors, materialmen, suppliers, invitees, permittees, licensees, and Mortgagees, a perpetual, nonexclusive easement on, under, over, through and across Common Areas and any other portions of the Subject Property (excluding Lots), but not through any structures thereon, to the extent reasonably necessary for (i) the construction, maintenance, repair, replacement, operation and management of the Common Areas; and/or (ii) the performance by Declarant or the Association of their respective duties and exercise of their respective rights under this Declaration, any Supplemental Declaration or Tract Declaration, the Association Rules, the Design Guidelines, or other similar instrument and for performance of their duties by authorized emergency personnel. This easement incudes, but is not limited to, a right of pedestrian and vehicular access, ingress and egress for surveying, staking, grading, paving, construction of Improvements, tying in

and installing utilities, and other activities incidental to the development and maintenance of the Common Areas.

(b) There is hereby reserved to the Declarant and to its respective duly authorized employees, agents, representatives, successors, assigns, consultants, contractors, subcontractors, materialmen, suppliers, invitees, permittees, licensees, and Mortgagees, a perpetual, nonexclusive easement on, under, over, through and across Common Areas, public utility and multi-use easement areas and tracts identified on any Recorded plat of the Subject Property, and any private accessways within the Subject Property, but not through any structures thereon, to the extent reasonably necessary for the initial development and construction of Improvements by Declarant on the Subject Property or Additional Property (or by an authorized Developer upon the Lots owned by such Developer, if Declarant elects to delegate any of its rights as provided in the penultimate sentence of this Subsection) and upon the Common Areas contained within the boundaries of the Recorded subdivision plat creating such Lots (including without limitation Common Area Improvements and Dwelling Units), including access for development and construction activities, and access for sales and marketing activities, by Declarant (or by an authorized Developer, if Declarant elects to delegate any of its rights as provided in the penultimate sentence of this Subsection). This easement includes, but is not limited to, a right of pedestrian and vehicular access, ingress and egress for surveying, staking, grading, paving, construction of roads, for tying in and installing utilities, for constructing Improvements, and for other activities incidental to the initial development, marketing and sale of all or any portion of the Subject Property or Additional Property (but nothing in this Section 3.3 shall modify, alter or affect in any way any requirement in this Declaration, or in any applicable Supplemental Declaration or Tract Declaration, the Association Rules or the Design Guidelines, that the approval of Declarant and/or the Design Review Committee be obtained prior to commencement of any such activities). Declarant may (but shall have no obligation to) delegate to any Developer any or all of the rights and easements reserved or granted to Declarant under this Section 3.3(b), and/or any or all of the rights and easements delegated to Declarant pursuant to Section 10.6(e) and Section 10.6(f) of the Vistancia Declaration, insofar as they relate to initial development of the Lots owned by such Developer and of the Common Areas contained within the boundaries of the Recorded subdivision plat creating such Lots, subject to such restrictions, requirements, limitations and additional terms not inconsistent herewith as may be set forth in any applicable Tract Declaration, and to the extent of such delegation, such Developer shall be deemed an "authorized" Developer for purposes of this Section 3.3(b). Anything in this Section 3.3(b) to the contrary notwithstanding, no easement is reserved or may be created under this Section 3.3(b) which would or would be deemed to prohibit, restrict or require modification of any Improvements built or to be built

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by Owners or Developers in accordance with the applicable improvement plans for the subject property approved by Declarant and the City of Peoria.

(c) Declarant also reserves for itself the nonexclusive right and power to reserve, grant and Record such specific easements as may be necessary, in the Declarant's sole discretion, in connection with the orderly development of any portion of the Subject Property or the Additional Property (provided, no easement shall be imposed pursuant to this Section 3.3(c) upon any Lot following Recordation of the approved plat creating such Lot). Declarant also reserves for itself and the Association the nonexclusive right and power to grant nonexclusive, temporary easements and/or revocable licenses as may be necessary or appropriate in connection with the construction of any Improvements on any portion of the Subject Property (including without limitation Common Areas) or the Additional Property (provided, this reservation shall not be applicable to any Lot after the commencement of construction of a Dwelling Unit thereon). The document creating any such easements or licenses shall specify which of the Owners shall have a right and easement of enjoyment in and to such easements, and which of the Owners shall be responsible for the expense of the maintenance, operation, repair or replacement of Improvements made in, upon, on or under the easement area, but no responsibility for any such expense may be imposed upon the Owner of any Lot which may be subjected to any such temporary easement and/or revocable license without the written consent of such Owner. Declarant shall have the right to regulate use of any such easements through the Association Rules.

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(d) Each Owner shall cooperate in the granting of reasonable and customary easements to one another and/or any governmental entity or utility provider for utility facilities to serve the Lot or Parcel of any other Owner, so long as such cooperation does not violate the CSER and does not result in such Owner being prohibited, restricted or hindered in the construction or location upon a Lot of any Improvements built or to be built by such Owner in accordance with the applicable improvement plans for the Owner's property approved by Declarant and the City of Peoria.

(e) Declarant grants to each Owner and to the Association reciprocal easements of encroachment between adjacent Lots and between any Lot and Common Area, due to the unintentional placement, or settling or shifting, of Improvements constructed, installed or altered thereon (provided such Improvements have been approved by the Declarant or the Design Review Committee as required by this Declaration). Such easement shall extend for a distance not to exceed two (2) feet, as measured from the common boundary. In no event shall an easement of encroachment exist or be created hereby if such encroachment occurred due to willful and knowing conduct on the part of,

or with the knowledge and consent of, the Person claiming the benefit of such easement.

(f) The exercise of the easement rights granted in this Section are subject to the CSER and the rights of the Access Entity and of any Communication Service Providers arising therefrom, the Vistancia Declaration (including without limitation the easements granted and reserved therein), the Vistancia Rules, this Declaration, any applicable Supplemental Declaration and Tract Declaration, the Association Rules and the Design Guidelines, and to all other applicable covenants, conditions, restrictions, easements, reservations, rights and other matters of Record. All work associated with the exercise of the easements described in this Section shall be performed in such a manner as to minimize interference with the use and enjoyment of the portion of the Subject Property burdened by such easement. Upon completion of the work, the Person exercising the easement shall restore, at such Person's sole cost and expense, any portion of the Subject Property damaged in connection with such work, to the extent reasonal[illegible] to substantially its condition prior to the commencement of the work, including without limitation any paving and landscaping improvements. Except as specifically indicated, the exercise of these easements shall not (i) permit entry into buildings, nor (ii) unreasonably interfere with the use of any portion of the Subject Property, nor (iii) permit entry into the Community Common Areas. Except in an emergency, entry onto any Lot, Parcel or Common Area pursuant to the easement rights granted in this Section shall be made only after reasonable notice to the Owner or the occupant of such Owner's Lot, or to the Association with respect to any Common Area.

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(g) Nothing contained in this Declaration shall be deemed to create any implied easements not otherwise expressly provided for herein.

ARTICLE IV
LAND USE CLASSIFICATIONS, PERMITTED USES AND RESTRICTIONS

Section 4.1. Land Use Classifications. As portions of the Subject Property are readied for development, the Land Use Classifications, restrictions, easements, rights-of-way, and other matters, including new or different uses and restrictions therefor and including any number of subclassifications thereof for any special uses, shall be fixed by Declarant in a Tract Declaration which may be Recorded for that portion of the Subject Property (subject to the prior approval rights of the Vistancia Declarant or Vistancia Maintenance Corporation as set forth in the Vistancia Declaration). Any such Tract Declaration shall be construed as a supplement to this Declaration and fully a part hereof for all purposes to the same extent as if all of the provisions thereof were set forth in this Declaration. Except as otherwise provided in Article XII, Section 12.5 below, the Land Use Classifications for Lots, Parcels and Association Land established

by a Tract Declaration shall not be changed except by amendment of the Tract Declaration in the manner set forth in Article XIV, Section 14.2(b) of this Declaration (including without limitation approval thereof by the Vistancia Declarant or Vistancia Maintenance Corporation, as provided in the Vistancia Declaration). Contemplated Land Use Classifications include, but are not limited to, the following Land Use Classifications and combinations thereof:

(a) Single Family Residential Use.

(b) Apartment Development Use, which may be converted to Residential Condominium Development Use upon approval by the Board and by the Declarant so long as the Declarant owns any Lot or Parcel or any other portion of the Subject Property, or owns or holds an option to purchase any part of the Additional Property.

(c) Residential Condominium Development Use, which may be converted to Apartment Developme... approval by the Board and by the Declarant so long as the Declarant owns any Lot or Parcel or any other portion of the Subject Property, or owns or holds an option to purchase any part of the Additional Property.

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(d) Commercial Condominium Development Use, which may include Office Condominium Development Use.

(e) General Commercial Use (which may include retail and industrial uses).

(f) Commercial Office Use.

(g) Association Use, which may include Common Areas.

(h) Cluster Residential Development Use.

(i) Clubhouse Use.

(j) Church Use.

(k) Service Easement Area (as defined in the CSER), which may include Facilities (as defined in the CSER) constructed or installed pursuant to or in connection with the CSER.

(l) Public/Private Recreation Use.

(m) Shopping Center Use.

(n) School Use.

(o) General Public Use.

(p) Multi-Use Easement.

These Land Use Classifications represent an inexhaustive list of potential and possible land uses to be designated at the discretion of Declarant (subject to approval thereof by the Vistancia Declarant or Vistancia Maintenance Corporation, as provided in the Vistancia Declaration), and do not impose on Declarant any mandatory duty regarding Land Use Classifications, or preclude Declarant from employing other land uses. Unless otherwise specifically provided in this Declaration, the definitions and characteristics of such Land Use Classifications, and specific permitted and prohibited uses in such classifications, shall be determined in the Tract Declaration.

Section 4.2. Covenants, Conditions, Restrictions and Easements Applicable to Lots and Parcels within All Land Unofficial Document cations. The following covenants, conditions, restrictions and reservations of easements and rights shall apply to all Lots and Parcels, and the Owners, Tenants, Lessees, Residents and other occupants thereof, regardless of Land Use Classifications:

(a) Architectural Control. No excavation or grading work shall be performed on any Lot without the prior written approval of the Design Review Committee. No Improvement which would be Visible From Neighboring Property shall be constructed or installed on any Lot or Parcel without the prior written approval of the Design Review Committee. No addition, alteration, repair, change or other work which in any way alters the exterior appearance, including but without limitation, the exterior color scheme, of any part of a Lot or Parcel, or any Improvements located thereon which are Visible From Neighboring Property, from their appearance on the date this Declaration is Recorded or from their appearance as previously approved by the Design Review Committee, shall be made or done without the prior written approval of the Design Review Committee. Only the Owner of the subject Lot may request the approval of the Design Review Committee for the construction, installation, addition, alteration, repair, change or replacement of any Improvement which is or would be Visible From Neighboring Property, and any Owner desiring such approval shall submit to the Design Review Committee a written request for approval specifying in detail the nature and extent of the addition, alteration, repair, change or other work which the Owner desires to perform. The Design Review Committee may from time to time adopt submittal requirements including, without limitation, a standard form of application as may be necessary for the Design Review Committee to perform its duties hereunder. Any Owner requesting the approval of the Design Review Committee shall also submit to the Design Review Committee any additional information, plans and specifications which the Design

Review Committee may request. In the event that the Design Review Committee fails to approve or disapprove an application for approval within forty-five (45) days after its receipt of a properly submitted application together with supporting plans, specifications and other information as requested by the Design Review Committee, any fee payable pursuant to this Section 4.2(a), and all supporting or any additional information, plans and specifications requested by the Design Review Committee (whether or not submitted with the initial application), written approval will not be required and the Design Review Committee will be deemed to have approved of such plans. The approval by the Design Review Committee of any construction, installation, addition, alteration, repair, change or other work pursuant to this Section shall not be deemed a waiver of the Design Review Committee's right to withhold approval of any similar construction, installation, addition, alteration, repair, change or other work subsequently submitted for approval. Upon receipt of approval from the Design Review Committee for any construction, installation, addition, alteration, repair, change or other work, the Owner who had requested such approval shall proceed to perform, construct or make the addition, alteration, repair, change or other work approved by the Design Review Committee as soon as practicable and shall diligently pursue such work so that it is completed within sixty (60) days of issuance of such approval (provided, however, that the foregoing sixty (60) day time limit shall not apply to construction by a Developer pursuant to plans approved by the Design Review Committee or to construction by the Access Entity or a Communication Service Provider pursuant to the CSER) or such additional period of time as may be approved by the Design Review Committee at the time of issuance or any extension of such time period subsequently granted by the Design Review Committee. Any change, deletion or addition to the plans and specifications approved by the Design Review Committee must be approved in writing by the Design Review Committee. The Design Review Committee shall have the right to charge a fee for reviewing requests for approval of any construction, installation, alteration, addition, repair, change or other work pursuant to this Section, which fee shall be payable at the time the application for approval is submitted to the Design Review Committee. The amount of such fees shall be based upon the reasonable costs of the Design Review Committee to perform its design and review duties and may include the fees and costs of any architect, engineer or other consultant employed by the Design Review Committee to assist the Design Review Committee in performing such duties. Notwithstanding the provisions of this Section 4.2(a), architectural control and design review of the Facilities are controlled by Article XVII, Section 17.2 below.

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(b) Animals. No animal, bird, fowl, poultry or livestock, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot or Parcel and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. No animal,

bird, fowl, poultry, or livestock shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of any animal, bird, fowl, poultry, or livestock shall be maintained so as to be Visible From Neighboring Property. Upon the written request of any Member, Tenant, Lessee or Resident, or upon the Board's own initiative, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular animal, bird, fowl, poultry, or livestock is a generally recognized house or yard pet, whether such a pet is a nuisance, or whether the number of animals or birds on any such property is reasonable. The Board shall make a finding of nuisance or unreasonableness if so directed by Vistancia Maintenance Corporation in writing with respect to conditions affecting the use and enjoyment of any Community Common Area. Any decision rendered by the Board shall be enforceable in the same manner as other restrictions contained herein. Capturing, killing or trapping wildlife is prohibited within the Subject Property unless performed by a government official in the performance of his duties, except in circumstances imposing an imminent threat to the safety of Persons

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(c) Temporary Occupancy and Temporary Buildings. No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling or other structure on any property shall be removed immediately after the completion of construction.

(d) Maintenance of Lawns and Plantings. Each Owner of a Lot or Parcel shall keep all shrubs, trees, hedges, grass and plantings of every kind located on (i) his Lot or Parcel (including set back areas and Common Areas), (ii) planted public right-of way areas between sidewalks (or bikepaths) and the street curb in front of his Lot or Parcel, if any, (iii) any other public right-of-way or easement area which abuts the Owner's Lot or Parcel and which is located between the boundary line of his Lot or Parcel and the paved area of any street, sidewalk, bikepath or similar area, and (iv) any non-street public right-of-way or easement area adjacent to his Lot or Parcel, neatly trimmed, and shall keep all such areas properly cultivated and maintained and free of trash, weeds and other unsightly material; provided, however, that such Owner shall not be responsible for maintenance of any area over which (1) the Association assumes the responsibility in writing, (2) the Association has been given such responsibility by a Recorded instrument as provided in Article X, Section 10.1 of this Declaration, or (3) the City of Peoria or other public agency assumes responsibility, for so long as the Association or the City of Peoria or other public agency assumes or has responsibility as provided in (1), (2), or (3) above, or (4) the Association has responsibility under this Declaration, or (5) Vistancia Maintenance Corporation

has responsibility under, or has assumed responsibility pursuant to, the Vistancia Declaration.

(e) Nuisances; Construction Activities. No rubbish, debris, petroleum products or similar product of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot or Parcel, and no odors shall be permitted to arise or emit therefrom so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any Lot or Parcel so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no horns, whistles, firecrackers, bells or other sound devices, except security devices, shall be used or placed on any such property without prior approval of the Board. Normal construction activities and parking in connection with the building of Improvements on a Lot or Parcel shall not be considered a nuisance or othe[illegible]ed by this Declaration, but Lots and Parcels shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick, block, lumber and other building materials will be piled only in such areas as may be approved in writing by the Design Review Committee, which may also require screening of the storage areas. The Board, in its sole discretion, shall have the right to determine the existence of any such nuisance, provided, however, that the Board shall make a finding of nuisance if so directed by Vistancia Maintenance Corporation in writing with respect to conditions affecting the use and enjoyment of any Community Common Area.

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(f) Diseases and Insects. No Owner shall permit any thing or condition to exist upon any Lot or Parcel which shall result in breeding or harboring infectious plant diseases or noxious insects.

(g) Repair of Building. No building or structure on any Lot or Parcel shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required by Subsection (a) above, such building or structure shall be immediately repaired or rebuilt or shall be demolished (and if demolished, the Lot or Parcel shall be promptly cleared of debris and thereafter maintained in a neat, clean and weed-free condition).

(h) Antennas; Flags. Except as permitted for the Access Entity and Communication Service Providers in accordance with the CSER and Article XVII, Section 17.2 hereof, no antenna, satellite dish or other device for the transmission or reception of television or radio (including amateur or ham radio)

signals or any other form of electromagnetic radiation, including, but not limited to, satellite television or radio discs, antennas or equipment, shall be installed, erected, used or maintained outdoors on any Lot or Parcel, whether attached to a building or structure or otherwise, except those devices ("Permitted Devices") whose installation and use is protected under federal law or regulations (generally, at the time of Recordation of this Declaration, certain antennas under one meter in diameter). A Permitted Device can only be installed if:

(i) placement of the Permitted Device is in a location on the Lot or Parcel that minimizes to the greatest extent feasible its Visibility From Neighboring Property;

(ii) with respect to any Permitted Device that, after application of the first criterion specified in clause (i) above, is to any extent Visible From Neighboring Property, the Permitted Device shall be screened from view in a manner that is architecturally integrated into the Dwelling Unit on the Lot or the Improvement on the Parcel, in terms of design, size, materials, location, means of attachment, color and other aesthetic consi[illegible]

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(iii) the Owner complies in all respects with any Design Guidelines, rules or other installation restrictions promulgated by the Design Review Committee as set forth in Article XI, Section 11.1 hereof and/or the decision of the Declarant or the Board upon an appeal in accordance with Article XI, Section 11.2 hereof.

The Board shall have jurisdiction to enforce the above restrictions and any applicable Design Guidelines, rules or other installation restrictions so promulgated by the Design Review Committee with respect to Permitted Devices to the fullest extent possible within the constraints of applicable federal regulations. By acceptance of a deed conveying title to a Lot or Parcel, each Owner is deemed to have agreed to comply with the above restrictions as well as any Design Guidelines, rules or other installation restrictions promulgated by the Design Review Committee as set forth in Article XI, Section 11.1 hereof and/or the decision of the Declarant or the Board upon an appeal in accordance with Article XI, Section 11.2 hereof.

Notwithstanding the foregoing, the Access Entity, and only the Access Entity (except as otherwise expressly provided in the CSER), shall have authority to permit, cause or allow the construction, erection, installation, operation, use, replacement or maintenance of Communication Services (as defined in the CSER) and Facilities within the Subject Property, in accordance with the CSER and subject only to Article XVII, Section 17.2 hereof.

Except as otherwise expressly provided below with respect to the American flag, no flag shall be displayed on any Lot or Parcel except in accordance with the flag policy set forth in the Association Rules and/or the Design Guidelines, which may

regulate the location, mounting, pole height, lighting, maintenance and other responsibilities of displaying a flag. The Association Rules and/or the Design Guidelines may regulate the placement and manner of display of the American flag, including without limitation the location and size of flagpoles (but shall not prohibit the installation of a conforming flagpole).

(i) Mineral Exploration. No Lot or Parcel shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind, except for grading and excavation work and the removal of fill material including, without limitation, gravel, rock and sand, in connection with the construction of Dwelling Units, buildings, structures or other Improvements which have been approved in writing by the Design Review Committee or which are being constructed by, or on behalf of, the Declarant.

(j) Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot or Parcel, exc[illegible] d containers of a type, size and style which are approved in writing by the Design Review Committee. In no event shall such containers be maintained so as to be Visible From Neighboring Property except to make the same available for collection and then only for the shortest time reasonably necessary to affect such collection or for such time which may be specified in the Design Guidelines. All rubbish, trash, or garbage shall be removed from the Lots and Parcels and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot or Parcel.

Unofficial Document

(k) Clothes Drying Facilities. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot or Parcel unless they are erected, placed and maintained exclusively within a fenced service yard or otherwise concealed and shall not be Visible From Neighboring Property.

(l) Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon, or adjacent to, any Lot or Parcel except (i) such machinery or equipment as is usual and customary in connection with the use, maintenance or construction (during the period of construction) of a building, appurtenant structures, or other Improvements; (ii) that which the Declarant or the Association may require for the development, operation and maintenance of the Subject Property or Additional Property, or that which Vistancia Maintenance Corporation may require for repair, maintenance, or performance of its other responsibilities respecting the Community Common Areas; (iii) that used in connection with any business permitted under a Tract Declaration; (iv) that which the Vistancia Declarant or Vistancia Maintenance Corporation may require in connection with the exercise of any easement rights

reserved or granted in the Vistancia Declaration; or (v) the Facilities, Communication Services and such machinery and equipment as may be used in connection therewith.

(m) Signs. No signs whatsoever (including, but not limited to, commercial, political and similar signs) which are Visible From Neighboring Property shall be erected or maintained on any Lot or Parcel except: (i) signs required by legal proceedings; (ii) no more than two (2) identification signs for individual residences, which are consistent with the Association Rules and the Design Guidelines; (iii) signs (including "For Sale" and "For Lease" signs) the nature, number, location, size, color, design, message content and type of which are consistent with the Association Rules and the Design Guidelines; (iv) promotional and advertising signs of Developers on any Lot or Parcel approved from time to time by Declarant as to number, size, color, design, message content, location and type; (v) such other signs (including, but not limited to, construction job identification signs, builder identification signs, and subdivision, shopping center, and business identification signs) which are in conformance with the requirements of the City of Peoria or other governmental agencies and which have been approved in writing by the Design Review Committee as to size, color, design, message content and location; (vi) signs permitted to be maintained by Vistancia Maintenance Corporation or the Vistancia Declarant pursuant to the Vistancia Declaration or by the Access Entity or Communication Service Providers pursuant to the CSER; and (vii) political signs which are required by applicable law to be permitted, subject to Design Review Committee approval as to the time and manner of posting such signs and as to the number, location and size thereof to the extent the requirement for such approval is not prohibited by applicable law.

Unofficial Document

(n) Restriction on Further Subdivision, Property Restrictions and Rezoning. Unless otherwise provided in the Tract Declaration applicable to such Lot or Parcel, no Lot or Parcel shall be further subdivided or separated into smaller Lots or Parcels by any Owner other than the Declarant, and no portion less than all of any such Lot or Parcel shall be conveyed or transferred by any Owner other than Declarant, without the prior written approval of the Board (and further subject to approval thereof by the Vistancia Declarant or Vistancia Maintenance Corporation, as provided herein or in the Vistancia Declaration). This provision shall not, in any way, limit Declarant from subdividing or separating into Lots or Parcels any property at any time owned by Declarant (subject to approval thereof by the Vistancia Declarant or Vistancia Maintenance Corporation, as provided herein or in the Vistancia Declaration). No portion of a Lot other than the entire Lot, together with the Improvements thereon, may be rented, and then only to a Single Family. No further covenants, conditions, restrictions or easements shall be Recorded by any Owner or Person other than the Declarant against any Lot or Parcel or any other portion of the Subject Property without the

provisions thereof having been first approved in writing by the Board, by the Declarant so long as Declarant owns any portion of the Subject Property or owns or holds an option to purchase any part of the Additional Property, and by Vistancia Maintenance Corporation, with such approval(s) having been endorsed on such Recorded covenants, conditions, restrictions and easements, and any covenants, conditions, restrictions or easements Recorded without such approval(s) being endorsed thereon shall be null and void.

(o) Utility Easements. Pursuant to the CSER, the Access Entity has the exclusive right to identify and contract with Person(s) to provide or make available Communication Services to any portion of Vistancia, to own, install, repair, relocate, expand or otherwise service the Facilities used to provide or make available Communication Services to Vistancia, and to grant easement and access rights to Communication Service Providers within Vistancia to the extent permitted by the CSER. The following provisions of this Subsection (o) shall apply only to the extent not inconsistent with the CSER: There is hereby reserved to Declarant and granted to the Association and any utility or service company providing Utility Services to the Subject Property or any portion thereof, a nonexclusive blanket easement in, on, upon, across, over and under Common Areas, public utility and multi-use easement areas and tracts identified on any Recorded plat, and any private accessways within the Subject Property (but not through any structures thereon) for access, ingress and egress and the installation, inspection, operation, replacement, repair and maintenance of, utility and service lines, systems and infrastructure as reasonably necessary in connection with the initial development of any Lot, Parcel or Common Area and/or the construction of the first Dwelling Unit or other Improvement thereon. Pursuant to this easement, and subject to the provisions of Article IV, Section 4.2(a), a utility or service company providing Utility Services, whether public, quasi-public, or private, may install and maintain facilities and equipment on Common Areas and public utility and multi-use easement areas and tracts identified on any Recorded plat (subject to reasonable approval of the Design Review Committee with respect to location, design and aesthetics), have access to read utility meters, and affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of Improvements on Lots, Parcels and Common Areas (with the consent of the Owner of the subject Improvement and subject to reasonable approval of the Design Review Committee with respect to location, design and aesthetics). No sewers, electrical lines, water lines, or other Utility Services lines may be installed or relocated on any Lot or Parcel except as initially programmed and approved by the Declarant or in writing by the Design Review Committee, or, if installed after the Recording of the Tract Declaration for a Lot or Parcel, as approved in writing by the Owner of the Lot or Parcel and the Design Review Committee. The exercise of the easement rights granted in this Section are subject to any restrictions, easements, reservations, rights and other matters of Record (including without limitation the easements granted and

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reserved in the Vistancia Declaration and the CSER). This Section 4.2(o) shall not be deemed to prohibit, restrict or require the modification of any Improvements built or to be built by Owners or Developers in accordance with the applicable improvement plans for the subject property approved by Declarant and the City of Peoria.

(p) Party Walls. Except as hereinafter provided, the rights and duties of Owners with respect to Party Walls shall be as follows: (i) the Owners of contiguous Lots or Parcels who have a Party Wall shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner; (ii) in the event that any Party Wall is damaged or destroyed through the act of an Owner or any Permittee of such Owner (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the Party Wall without cost to the Owner of the adjoining Lot or Parcel, and any dispute over an Owner's liability for such damage shall be resolved as provided in clause (v) of this Subsection, [illegible] ity imposed on an Owner hereunder shall not prevent the Owner from seeking reimbursement and indemnity therefor from the Persons causing such damage; (iii) in the event any Party Wall is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time), other than by the act of an adjoining Owner or any Permittee of such adjoining Owner, it shall be the obligation of all Owners whose Lots or Parcels adjoin such Party Wall to rebuild and repair such wall or fence at their joint expense, such expense to be allocated among the Owners in accordance with the frontage of their Lots or Parcels on the Party Wall; (iv) notwithstanding anything to the contrary herein contained, there shall be no modification of any Party Wall without the prior consent of all owners of any interest therein, whether by way of easement or in fee; (v) in the event of a dispute between Owners with respect to the construction, repair or rebuilding of a Party Wall, or with respect to the sharing of the cost thereof, such adjoining Owners shall submit the dispute to the Board, the decision of which shall be binding. Anything in the foregoing to the contrary notwithstanding: in the case of Party Walls between Common Areas and Lots or Parcels, and Party Walls between Community Common Areas and Common Areas, Lots or Parcels, the Association shall be responsible for all maintenance thereof, subject to the provisions of Article X, Sections 10.2 and 10.3, except that each Owner of a Lot or Parcel shall be responsible for painting and maintenance of the portion of the Party Wall facing his Lot or Parcel and any portion the Party Wall which is not a portion of the Common Area. Vistancia Maintenance Corporation shall not have any obligations with respect to Party Walls. The provisions of this Subsection (p) shall not apply to any Party Wall which separates the interiors of two (2) Dwelling Units and the rights of the Owners of such Dwelling Units with respect to Party Walls shall be governed by plats and covenants, conditions and restrictions to be Recorded by the Developer of the Dwelling Unit. Maintenance

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(including painting with a different color), repair, replacement or modification of a Party Wall shall require the prior approval of the Design Review Committee (which may be required to obtain the consent of the Vistancia Declarant or Vistancia Maintenance Corporation in accordance with Section 9.4 of the Vistancia Declaration).

(q) Service Lines. To the extent, if any, that regulation of the following matters by the Association is permitted by the CSER or Article XVII, Section 17.2 hereof, or is otherwise allowed by the Access Entity, and except as otherwise specifically provided in Article IV, Section 4.2(h) hereof with respect to Permitted Devices, no lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any Lot or Parcel unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved in writing by the Design Review Committee, except for (i) temporary power or telephone structures incident to the construction of buildings or structures approved in writing by the Design Review Committee; or (ii) lines, wires or other devices erected, placed or maintained in connection with the exercise of any rights reserved to the Vistancia Declarant or granted to Vistancia Maintenance Corporation under the Vistancia Declaration; or (iii) major transmission lines; or (iv) lines, wires or other devices erected, placed or maintained in connection with the exercise of any rights granted to the Access Entity under the CSER.

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(r) Overhead Encroachments. No tree, shrub, or planting of any kind on any Lot or Parcel shall be allowed to overhang or otherwise to encroach upon any sidewalk, street, pedestrian way or other area from ground level to a height of eight (8) feet without the prior written approval of the Design Review Committee and, if the encroachment is upon Community Common Area, without the prior written approval of Vistancia Maintenance Corporation.

(s) Trucks, Trailers, Campers and Boats. No motor vehicle, mobile home, recreational vehicle, travel trailer, tent trailer, camper shell, detached camper, boat, boat trailer, hang glider, ultra lights, or other similar equipment or vehicle may be parked or maintained on any Lot or Parcel or on any street in the Subject Property so as to be Visible From Neighboring Property. Certain exceptions to this Subsection may be provided for in the Association Rules to accommodate loading and unloading and various other temporary provisions. However, the provisions of this Subsection shall not apply to (i) motor vehicles not exceeding seven (7) feet in height measured from ground level and eighteen (18) feet in length which are parked as provided in Subsection (u) below and are used on a regular and recurring basis for basic transportation and do not display any commercial name, telephone number, message or attachments that are generally considered commercial in nature, or (ii) trucks, trailers and campers

parked in areas designated for parking in non- residential Land Use Classifications in connection with permitted commercial activities conducted in such nonresidential Land Use Classifications. The Board shall have the right and power pursuant to Article V, Section 5.3 hereof to adopt rules and regulations governing and implementing the provisions of this Section.

(t) Motor Vehicles. No automobile, motorcycle, motorbike or other motor vehicle shall be constructed, reconstructed or repaired upon any Lot, Parcel or street in the Subject Property or any other street or other property subject to the Vistancia Declaration (including without limitation the Community Common Areas), and no inoperable vehicle, including but not limited to vehicles with flat tires, may be stored or parked on any such Lot, Parcel or street, so as to be Visible From Neighboring Property; provided, however, that the provisions of this Subsection shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any Improvement approved in writing by the Design Review Committee.

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(u) Parking. Vehicles of all Owners and their respective Permittees are to be kept in garages, carports, residential driveways of the Owner, designated spaces in commercial areas, and other designated parking areas wherever and whenever such facilities are sufficient to accommodate the number of vehicles at a Lot or Parcel; provided, however, this Subsection shall not be construed to permit the parking in the above described areas of any vehicle whose parking on the Subject Property is otherwise prohibited or the parking of any inoperable vehicle. The Board may restrict on-street parking through rules and regulations adopted pursuant to Article V, Section 5.3 hereof.

(v) Right of Entry. During reasonable hours and upon reasonable notice to the Owner or other occupant of a Lot or Parcel, any member of the Design Review Committee, any member of the Board, or any authorized representative of any of them, shall have the right and license to enter upon and inspect any Lot or Parcel, and the Improvements thereon, except for the interior portions of any completed Dwelling Unit, for the purpose of ascertaining whether or not the provisions of this Declaration, any applicable Tract Declaration, the Design Guidelines, the Association Rules, the Vistancia Declaration or the Vistancia Rules have been or are being complied with and such Persons shall not be deemed guilty of trespass by reason of such entry.

(w) Health, Safety and Welfare. Subject to the rights and easements granted and/or reserved in the Vistancia Declaration and the CSER, in the event additional uses, activities, and facilities are deemed by the Board to be a nuisance or to adversely affect the health, safety or welfare of Owners and Permittees, the Board may make rules restricting or regulating their presence in

or on the Subject Property as part of the Association Rules or may direct the Design Review Committee to make rules governing their presence on Lots or Parcels as part of the Design Guidelines.

(x) Declarant's Use. The provisions of this Declaration which prohibit non-residential use of Lots and Parcels and regulate parking of vehicles shall not prohibit the right of Declarant, which is hereby reserved together with an easement therefor, to: (i) construct (subject to approval by the Design Review Committee as to exterior appearance), maintain and operate management offices, construction offices and sales and/or leasing offices on any Lots, Parcels or other property owned by Declarant (or by an authorized Developer, if Declarant elects to delegate any of its rights as provided in the last sentence of this Subsection) and on any portion of the Common Area in such number, of such size and in such locations as Declarant deems appropriate; and (ii) maintain one (1) or more advertising signs on the Common Area while the Declarant or any Developer is selling Lots, Parcels and other property in the Subject Property. So long as Declarant or any Developer is marketing Lots, Parcels or other property, Declarant shall have the right to restrict the use of the parking spaces on the Common Area. Such right shall include reserving such spaces for use by prospective purchasers, Declarant's employees and others engaged in maintenance, construction, sales, leasing or management activities. Declarant may (but shall have no obligation to) delegate to any authorized Developer any or all of the rights granted to Declarant under this Subsection, subject to such restrictions, requirements, limitations and additional terms not inconsistent herewith as may be set forth in any applicable Tract Declaration.

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(y) Model Homes. The provisions of this Declaration which prohibit non-residential use of Lots and Parcels and regulate parking of vehicles shall not prohibit the right of Declarant, which is hereby reserved, to construct (subject to approval by the Design Review Committee as to location and exterior appearance), maintain and operate model homes, and parking incidental to the visiting of such model homes, on any Lots, Parcels or other property owned by Declarant (or by an authorized Developer, if Declarant elects to delegate any of its rights as provided in the last sentence of this Subsection). The Design Review Committee may also permit Lots and other areas to be used for parking in connection with the showing of model homes, so long as such parking and parking areas are in compliance with the ordinances of the City or other applicable governmental agencies and any rules of the Design Review Committee. Declarant may (but shall have no obligation to) delegate to any authorized Developer any or all of the rights granted to Declarant under this Subsection, subject to such restrictions, requirements, limitations and additional terms not inconsistent herewith as may be set forth in any applicable Tract Declaration.

(z) Incidental Uses. Subject to the limitations imposed by the CSER, the Vistancia Declaration, any applicable Tract Declaration and the Vistancia Rules, the Board may approve uses of property within a Land Use Classification which are incidental to the full enjoyment by the Owners of the property within that Land Use Classification. Such approval may be subject to such regulations, limitations and restrictions, including termination of the use, as the Board may wish to impose, in its sole discretion, for the benefit of the Subject Property as a whole. By way of example and not of limitation, the uses which the Board may permit are private roadways and streets within an area having a Land Use Classification of Cluster Residential Use or Condominium Development Use, recreation facilities intended primarily for the benefit of all or certain Owners and their Permittees within areas having a Land Use Classification of Cluster Residential Use or Condominium Development Use, and recreational facilities intended for usage by the Owners of more than a single Lot or Parcel and their Permittees within any area classified for residential use.

(aa) Towing of Vehicles. The Board shall have the right to have any truck, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer or similar equipment or vehicle or any automobile, motorcycle, motorbike, or other motor vehicle which is parked, kept, maintained, constructed, reconstructed or repaired in violation of this Declaration towed away at the sole cost and expense of the owner of the vehicle or equipment. Any expense incurred by the Association in connection with the towing of any vehicle or equipment shall be paid to the Association upon demand by the owner of the vehicle or equipment. If the vehicle or equipment is owned by an Owner or his Permittee, any amounts payable to the Association shall be secured by the Assessment Lien, and the Association may enforce collection of such amounts in the same manner provided for in this Declaration for the collection of Assessments.

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(bb) Firearms. The discharge of firearms within the Subject Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

(cc) Holiday Decorations. Owners may display holiday decorations which are Visible From Neighboring Property only if the decorations are of the kinds normally displayed in single family residential neighborhoods, are of reasonable size and scope, and do not disturb other Owners and residents by excessive light or sound emission or by causing an unreasonable amount of spectator traffic. Holiday decorations may be displayed in season only from November 1 to January 31 and, during other times of year, from one week before to one week after any nationally recognized holiday.

(dd) View Impairment. Declarant, Vistancia Declarant, Vistancia Maintenance Corporation, and the Association make no guarantee or representation that any view over and across the Lots, Parcels or any open space within Vistancia will be preserved without impairment. Declarant, Vistancia Declarant, Vistancia Maintenance Corporation and the Association shall not have the obligation to relocate, prune, or thin trees or other landscaping except that the Association shall have such obligation in the performance of the Association's maintenance responsibilities as specifically provided herein or as otherwise set forth in a covenant or agreement binding Vistancia Maintenance Corporation or the Association. The owner of open space areas shall have the right to add trees and other landscaping from time to time subject to applicable law and the Governing Documents, as applicable. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

(ee) Right to Designate Sites for Governmental and Public Interests. For so long as Declarant owns any portion of the Subject Property or owns or holds an option to purchase any port[illegible] Additional Property, Declarant may designate sites within such property owned by Declarant for government, education, or religious activities and interests, including fire, police, utility facilities (except as limited by and otherwise provided in the CSER), schools and educational facilities, houses of worship, parks, and other public facilities. Subject to the approval requirements set forth in Article XII, Section 12.4, Declarant may also designate such sites within Common Area, in which case the Association shall take whatever action is required with respect to such site to permit such use, including dedication or conveyance of the site, if so directed by Declarant.

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(ff) Private Amenities. Access to and use of any private amenity within Vistancia is strictly subject to the rules and procedures of the owner of such private amenity, and no Person gains any right to enter or to use any private amenity by virtue of Membership in the Association, ownership of a Lot or Parcel, or occupancy of a Dwelling Unit. All Persons, including all Owners, are hereby advised that no representations or warranties have been or are made by Declarant, the Association or any Developer, or by any Person acting on behalf of any of the foregoing, with regard to the continuing ownership or operation of any private amenities. No purported representation or warranty in such regard, written or oral, shall be effective unless specifically set forth in a written instrument executed by the Record owner of the private amenity. Rights to use the private amenities will be granted only to such Persons, and on such terms and conditions, as may be determined by their respective owners. Such owners shall have the right, from time to time in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of their respective private amenities and to terminate use rights altogether, subject to direct contractual obligations with third parties and the zoning and use reulations

of any municipality, county, state or the United States applicable to the private amenity and the land upon which it is located.

Section 4.3. Covenants, Conditions, Restrictions and Easements Applicable to Lots Within Residential Land Use Classifications. The following covenants, conditions, restrictions and reservations of easements and rights shall apply only to Lots restricted by a Tract Declaration to Single Family Residential Use, Residential Condominium Development Use or Cluster Residential Use.

(a) Residential Use. All Dwelling Units shall be used, improved and devoted exclusively to residential use by a Single Family. No trade or business may be conducted on any Lot or in or from any Dwelling Unit, except that an Owner or Resident of a Dwelling Unit may conduct a business activity within a Dwelling Unit so long as: (i) the business activity conforms to all applicable zoning ordinances or requirements for the subject Lot; (ii) the business activity does not violate any provision of this Declaration, any applicable Tract Declaration, the CSER, the Design Guidelines, the Association Rules, the Vistancia Declaration or the Vistancia Rules; and (iii) the business activity is consistent with the residential character of the Subject Property and does not constitute a nuisance or a hazardous or offensive use or threaten security or safety of Owners or other Persons in the Subject Property, as may be determined from time to time in the sole discretion of the Board. The terms "business" and "trade" as used in this Subsection shall be construed to have ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required for such activity. The leasing of an entire Dwelling Unit by the Owner thereof to a Single Family shall not be considered a trade or business within the meaning of this Section.

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(b) Tenants. The entire Dwelling Unit on a Lot may be let to a Single Family Lessee from time to time by the Owner, subject to the provisions of this Declaration, any applicable Tract Declaration, the Association Rules, the Design Guidelines, the Vistancia Declaration and the Vistancia Rules. No portion or fraction of a Dwelling Unit may be leased. Notice of any lease, together with such additional information as may be required by the Association, shall be given to the Association or its designee within ten (10) days of execution of the lease.

ARTICLE V
ORGANIZATION OF ASSOCIATION

Section 5.1. Formation of Association. The Association shall be a nonprofit Arizona corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration or the CSER.

Section 5.2. Board of Directors and Officers. The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws as the same may be amended from time to time. The Board may also appoint various committees and employ a managing agent who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association. The Board shall determine the compensation to be paid to the managing agent or any other employee of the Association. Unless this Declaration specifically requires a vote of the Members, approvals or actions to be given or taken by the Association shall be valid if given or taken by the Board.

Section 5.3. Association Rules. [illegible] may, from time to time, and subject to the provisions of this Declaration and of the CSER, adopt, amend and repeal rules and regulations pertaining to: (i) the management, operation and use of the Common Areas including, but not limited to, any recreational facilities situated upon the Common Areas; (ii) minimum standards for maintenance of Lots and Parcels and the exterior of any Improvements thereon; and/or (iii) the health, safety or welfare of the Owners and their Permittees. In the event of any conflict or inconsistency between the provisions of this Declaration or the CSER and the Association Rules, the provisions of this Declaration or the CSER shall prevail. The Association Rules shall be enforceable in the same manner and to the same extent as the covenants, conditions and restrictions set forth in this Declaration.

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Section 5.4. Personal Liability. To the fullest extent permitted by applicable law, no member of the Board or of any committee of the Association, no officer of the Association, and no other employee or representative of the Association shall be personally liable to any Member, or to any other Person, including without limitation the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, any representative or employee of the Association, or any committee, committee member or officer of the Association; provided, however, the limitations set forth in this Section 5.4 shall not apply to any Person who has failed to act in good faith or has engaged in willful or intentional misconduct.

Section 5.5. Sub-Association. In the event any homeowner or similar association other than the Association is to be formed by the Developer (including the Declarant) of a Parcel or subdivision in the Subject Property (a "Sub-Association"), the covenants, conditions and restrictions, and the articles of incorporation, bylaws and other governing documents for such Sub-Association, shall not be effective unless the

contents thereof have been approved by the Board (and approved by the Vistancia Declarant or the Vistancia Maintenance Corporation board of directors, as applicable, and the Access Entity, to the same extent that approval is required with respect to amendments to this Declaration and Tract Declarations pursuant to Article XIV, Section 14.4) and the governing documents specify that (i) such Sub-Association and the rights of its members are subject and subordinate to the provisions of the Vistancia Declaration, this Declaration, any applicable Tract Declaration, the CSER and the rights of the Access Entity and of any Communication Service Providers arising therefrom, the articles of incorporation and bylaws of Vistancia Maintenance Corporation, the Articles and Bylaws of the Association, the Vistancia Rules, the Association Rules, and the Design Guidelines, as any or all of the foregoing may be amended from time to time; (ii) it is acknowledged that such Sub-Association is not a member of Vistancia Maintenance Corporation; and (iii) any lien for assessments levied pursuant to such Sub-Association's governing documents shall be subordinate to the Vistancia Lien and the Assessment Lien; and any covenants, conditions and restrictions Recorded without such approval being endorsed thereon shall be null and void.

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Section 5.6. Membership in Vistancia Maintenance Corporation. The Association shall be a mandatory member of Vistancia Maintenance Corporation, and shall have one Membership in Vistancia Maintenance Corporation, in accordance with the Vistancia Declaration. Furthermore, the acting president of the Association shall automatically be a director on the board of directors of Vistancia Maintenance Corporation and shall cast any and all votes for the membership held by the Association in Vistancia Maintenance Corporation on matters requiring a vote of the Vistancia Maintenance Corporation membership or board of directors (except as otherwise provided in the Vistancia Declaration). The Association shall have the power, authority and duty to perform all obligations of a Village Association under the Vistancia Declaration, and to enforce against the Members all rules, regulations, restrictions, requirements, obligations and all other terms imposed upon or applicable to the members of a Village Association pursuant to the Vistancia Declaration and Vistancia Rules. Any Sub-Association formed by the Developer (including without limitation the Declarant) of a Parcel or subdivision in the Subject Property shall not constitute a Village Association for purposes of the Vistancia Declaration and shall not be a member of Vistancia Maintenance Corporation.

ARTICLE VI
MEMBERSHIPS AND VOTING

Section 6.1. Owners of Lots and Parcels. Every Owner (including the Declarant) of a Lot or Parcel which is Assessable Property shall be a Member of the Association. For the purposes of this Section, Lots and Parcels owned by the Declarant shall be considered Assessable Property even though said Lots and Parcels are not subject to

Assessment so long as there is a Class B Membership in the Association. Each such Owner (including the Declarant) shall have the following number of Memberships:

(a) One Membership for each Lot owned by the Member which is not covered by any of subsections (b) through (f), inclusive, of this Section 6.1;

(b) In the case of the Owner of a Lot or Parcel restricted by a Tract Declaration to Apartment Development Use, one Membership for each four completed Rental Apartments owned by the Member (for purposes of this Subsection (b), "completed" shall have the same meaning given for such term in Article VII, Section 7.3);

(c) In the case of the Owner of a Parcel restricted by a Tract Declaration to Residential Condominium Development Use, but as to which a condominium plat and declaration has not been Recorded, one Membership for each Dwelling Unit permitted upon the Parcel under the Development Master Plan, the number of such Dwelling Units to be det[illegible] the assumption that the number of Dwelling Units within a density classification on the Development Master Plan will be spread evenly over all land within the density classification. If a site plan for a Parcel is subsequently approved by the Design Review Committee and the City of Peoria for a number of Dwelling Units different from the number of Dwelling Units permitted under the Development Master Plan, the number of Memberships shall be adjusted, as to the portion of the Parcel covered by the site plan and effective as of the date of adjustment, to reflect the actual number of Dwelling Units authorized by the site plan;

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(d) In the case of the Owner of a Parcel restricted by a Tract Declaration to Single Family Residential Use or Cluster Residential Development Use, one Membership for each Dwelling Unit permitted upon the Parcel under the Development Master Plan. If a subdivision plat or other instrument creating Lots is Recorded covering all or part of the area within the Parcel, the Parcel shall be reduced in size by the area so platted and the number of Memberships held by the Owner, as Owner of the Parcel, shall be reduced by a number equal to the number of Lots in the Recorded subdivision plat, and the Memberships attributable to the Lots so created shall be determined pursuant to Subsection (a) of this Section 6.1. All Memberships attributable to the Parcel shall cease when the land area ceases to be a Parcel because all of the area in the Parcel has been platted (and the Memberships attributable to the Lots so created shall be determined pursuant to Subsection (a) of this Section 6.1) or otherwise dedicated to the public and no unplatted Single Family Residential or Cluster Residential Development area remains within the Parcel;

(e) In the case of the Owner of a Lot or Parcel restricted by a Tract Declaration to Apartment Development Use, but as to which construction has not

been completed, one Membership for each four Rental Apartments permitted under the Development Master Plan (for purposes of this Subsection (e), "completed" shall have the same meaning given for such term in Article VII, Section 7.3). If a site plan for a Lot or Parcel is subsequently approved by the Design Review Committee and the City of Peoria for a number of Rental Apartments different from the number of Rental Apartments permitted under the Development Master Plan, the number of Memberships shall be adjusted utilizing the actual number of Rental Apartments authorized by the site plan; and

(f) In the case of a Lot or Parcel restricted by a Tract Declaration to a Land Use Classification other than Single Family Residential Use, Cluster Residential Development Use, Apartment Development Use, or Residential Condominium Development Use, the number of Memberships shall be determined by Declarant and included in the applicable Tract Declaration.

Each such Membership shall be appurtenant to and may not be separated from ownership of the Lot or Parcel to wh[illegible]ership is attributable.

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Section 6.2. Declarant. The Declarant shall have the following number of Memberships in the Association:

(a) The number of Memberships allocated to the Declarant pursuant to Article VI, Section 6.1 of this Declaration as the Owner of Lots and Parcels which are Assessable Property; plus

(b) One Membership for each unit of density allocated by the Development Master Plan to the portions of the Subject Property and Additional Property which are owned by Declarant and are shown on the Development Master Plan as available for residential development, whether or not such property has been annexed and subjected to this Declaration pursuant to the provisions of Article XIII hereof.

Section 6.3. Voting. The Association shall have two classes of voting Memberships:

Class A. Class A Memberships shall be all Memberships, except the Class B Memberships held by the Declarant or for which the Declarant holds Class B votes as provided in the next paragraph. Each Owner shall be entitled to one (1) vote for each Class A Membership held by such Owner.

Class B. Class B Memberships shall be all Memberships held by Declarant and all Memberships held by Developer(s) entitled to a Reduced Assessment hereunder. The Declarant shall be entitled to three (3) votes for each Membership held by the Declarant. Declarant shall also be entitled to three

(3) votes for each Membership held by a Developer entitled to a Reduced Assessment, and so long as Declarant is entitled to such votes, such Developer shall not be entitled to any vote for the Membership(s) it holds. The Class B Memberships shall cease and be converted to Class A Memberships on the first to occur of the following events:

(a) One hundred eighty (180) days after the total votes outstanding in the Class A Memberships equal the total votes outstanding in the Class B Memberships; or

(b) The first day of January, 2050; or

(c) At any time by written notice to the Association that the Class B Membership in its entirety wishes to convert all its Class B Memberships to Class A Memberships.

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Section 6.4. Right to Vote. No change in the ownership of a Membership shall be effective for voting purposes unless and until the Board is given actual written notice of such change and is provided satisfactory proof thereof. The vote for each such Membership must be cast as a unit, and fractional votes shall not be allowed. In the event that a Membership is owned by more than one Person and such owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Member casts a vote representing a certain Membership, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of all other owners of the same Membership unless objection thereto is made by another owner of the same Membership at the time the vote is cast, in which case the vote shall not be counted. In the event more than one vote is cast for a particular Membership, none of said votes shall be counted and all said votes shall be deemed void.

Section 6.5. Membership Rights. Each Member shall have the rights, duties and obligations set forth in this Declaration and any applicable Tract Declaration and such other rights, duties and obligations as are set forth in the CSER, Vistancia Declaration, Vistancia articles of incorporation and bylaws, Vistancia Rules, Association Rules and Design Guidelines, as the same may be amended from time to time.

Section 6.6. Transfer of Class A Membership. The rights and obligations of the owner of a Class A Membership in the Association shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership to an Owner's Lot or Parcel, as applicable, and then only to the transferee of ownership of the Lot or Parcel. A transfer of ownership of a Lot or Parcel may be effected by deed, intestate succession, testamentary disposition, foreclosure of a mortgage or deed of trust of record, or such other legal process as is now in effect or as may hereafter be established under or pursuant to the laws of the State of Arizona. Any attempt to

make a prohibited transfer shall be void. Any transfer of ownership of a Lot or Parcel shall operate to transfer the Membership(s) appurtenant to said Lot or Parcel to the new Owner thereof.

Section 6.7. Suspension of Voting Rights. Any Member who fails to pay the Annual Assessments, Special Assessments, Special Use Fees, Maintenance Charges or, if and when applicable, its Proportionate Share (as defined in the Vistancia Declaration) of delinquent Vistancia Assessments and Charges (as hereinafter defined) as provided herein within sixty (60) days after the due date thereof, shall have all voting rights as provided herein suspended until such amounts plus any accrued Default Interest (defined in Article VII, Section 7.11 hereof) and Costs (defined in Article VII, Section 7.11 hereof) are paid in full.

ARTICLE VII
COVENANT FOR ASSESSMENTS AND CREATION OF LIEN

Section 7.1. Creation of Lie[illegible]al Obligation for Assessments and Maintenance Charges.

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(a) The Declarant, for each Lot and Parcel established within the Subject Property, hereby covenants and agrees, and each Owner by acceptance of a Deed therefor (whether or not it shall be so expressed in such Deed) is deemed to covenant and agree, to pay to the Association the following assessments and charges: (1) Annual Assessments established by this Article VII, (2) Special Assessments for capital improvements or other extraordinary expenses or costs established by this Article VII, (3) Special Use Fees established by this Article VII, (4) Maintenance Charges established by Article X, Sections 10.2 and 10.3, and (5) Default Interest, Costs and all other charges which may become due and payable to the Association by an Owner, all such Assessments and other charges to be established and collected as herein provided. The Annual Assessments, Special Assessments, Special Use Fees and Maintenance Charges, together with Default Interest, Costs and all other charges which may become due and payable to the Association by an Owner, shall be a charge on the Lot or Parcel and shall be a continuing servitude and lien upon the Lot or Parcel against which each such Assessment or other charge is made. The Annual Assessments and Special Assessments against each Lot or Parcel shall be based on the number of Memberships appurtenant to the Lot or Parcel. Each such Annual Assessment, Special Assessment, Special Use Fee and Maintenance Charge, together with Default Interest, Costs and all other charges which may become due and payable to the Association by an Owner, shall also be the personal obligation of the Person who was the Owner of the Lot or Parcel at the time when the Assessment, Default Interest, Cost or other charge fell due. The personal obligation for delinquent Assessments, Default Interest, Costs or other charges shall not pass to the successors in title of the Owner unless expressly

assumed by them. However, such exemption does not apply to the obligation of the successor in title of the Owner to correct any violation of the Vistancia Declaration, this Declaration, any applicable Tract Declaration, the Vistancia Rules, the Association Rules or the Design Guidelines by the Owner pursuant to Article XV, Section 15.16; and further provided, however, that the transfer of title shall not extinguish any Assessment Lien except a transfer pursuant to foreclosure of a superior lien in which the Assessment Lien has been extinguished by such foreclosure proceeding.

(b) The Declarant, for itself and for and on behalf of the Association, hereby covenants and agrees, and each Owner by acceptance of a Deed for a Lot or Parcel (whether or not it shall be so expressed in such Deed) is deemed to covenant and agree, to pay to Vistancia Maintenance Corporation the assessments and charges which are or may become the obligation of such Person under the Vistancia Declaration. The Association is obligated to collect from Members, as part of the Assessments, and timely pay to Vistancia Maintenance Corporation the [illegible] Assessments (defined in Article XVI, Section 16.1(d)), which will include the amount of the Contingent Subsidy Obligation (defined in Article XVI, Section 16.6 below) if and when applicable, and certain other amounts required by the Vistancia Declaration to be included in the Assessments (the "Charges"), and in connection therewith is hereby assigned one thousand two hundred fifteen and 78/100 (1215.78) Assessment Units as that term is defined and used in the Vistancia Declaration. In the event that the Association fails to pay (after expiration of applicable notice and cure periods provided in the Vistancia Declaration) any Vistancia Assessment (including without limitation any Contingent Subsidy Obligation (if and when applicable)) or Charges, Vistancia Maintenance Corporation has the right to bill the Members directly for their Proportionate Shares (as defined in the Vistancia Declaration) of the delinquent amount(s), determined in accordance with the terms of the Vistancia Declaration. In addition to being the personal obligation of each Member, payment of such Member's Proportionate Share of delinquent Vistancia Assessments and Charges is secured by the Vistancia Lien against every Lot and Parcel within the Subject Property, subject to enforcement action only in the event of non-payment by the Association of any Vistancia Assessments or Charges, and expiration of all applicable notice and cure periods provided in the Vistancia Declaration, and then only to the extent of each Member's Proportionate Share of the delinquent amount.

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Section 7.2. Annual Assessments. In order to provide for the uses and purposes specified in Article IX hereof, including the establishment of replacement and maintenance reserves, the Board in each year, commencing with the year in which the first Tract Declaration is Recorded, shall assess against each Lot and Parcel which is Assessable Property an Annual Assessment; provided, however, that Annual Assessments shall not be assessed against a Lot or Parcel prior to the commencement

date therefor specified in the Tract Declaration for such Lot or Parcel. The amount of the Annual Assessment, subject to the provisions of Article VII, Section 7.4 hereof, shall be in the sole discretion of the Board but shall be determined with the objective of fulfilling the Association's obligations under this Declaration and the Vistancia Declaration and providing for the uses and purposes specified in Article IX hereof, and must include the amount of the Vistancia Annual Assessment (which may, at the election of the Vistancia Declarant, include the amount of the Contingent Subsidy Obligation, if and when applicable).

Section 7.3. Determination of Assessment. The amount of any Annual Assessment or Special Assessment to be levied against each Lot and Parcel shall be determined as follows:

(a) For purposes of this Section 7.3, the term "Membership Assessment" shall mean the total amount of any Annual Assessment or Special Assessment to be levied against all Lots and Parcels which are Assessable Property divided by the total number of Membershi[illegible]e to the Assessable Property.

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(b) Except for Lots and Parcels covered by Subsections (c) through (g) and except for Lots and Parcels owned by the Declarant which are exempt from Assessment under Subsection (h) of this Section 7.3, each Lot and Parcel shall be assessed an Annual Assessment or Special Assessment, as the case may be, in an amount equal to the Membership Assessment multiplied by the number of Memberships attributable to such Lot or Parcel pursuant to Article VI, Section 6.1 of this Declaration.

(c) The Owner of a Lot which is not otherwise covered by Subsections (d) or (e) of this Section 7.3 shall be assessed 25% of the amount equal to the number of Memberships attributable to his Lot multiplied by the Membership Assessment until the earliest of (i) the completion of the first Dwelling Unit on the Lot, (ii) six (6) months from the commencement of construction of the first Dwelling Unit on the Lot, or (iii) three (3) years from the date the title to the subject Lot is first transferred from Declarant to an Owner.

(d) The Owner of a Lot or Parcel restricted under a Tract Declaration to General Commercial Use or any other non-residential use shall be assessed 25% of the amount equal to the number of Memberships attributable to the Lot or Parcel multiplied by the Membership Assessment, until the earliest of (i) the completion of the first building on the Lot or Parcel, (ii) six (6) months from the commencement of construction of the first building on the Lot or Parcel, or (iii) three (3) years from the date the title to the subject Lot or Parcel is first transferred from Declarant to an Owner.

(e) The Owner of a Lot or Parcel restricted by a Tract Declaration to Condominium Development Use or Apartment Development Use shall be assessed 25% of the amount equal to the number of Memberships attributable to the Lot or Parcel multiplied by the Membership Assessment until the earlier of (I) the date on which a site plan has been approved by the Design Review Committee and the City of Peoria for any portion of the Lot or Parcel and Condominium Development or Apartment Development, as applicable, has either been completed on the Lot or Parcel or six (6) months have elapsed since commencement of construction of the Condominium Development or Apartment Development, as applicable, or (ii) three (3) years from the date the title to the subject Lot or Parcel is first transferred from Declarant to an Owner.

(f) The Owner of a Parcel restricted by a Tract Declaration to Single Family Residential Use or Cluster Residential Use, which is not included within the boundaries of any Recorded subdivision plat, shall be assessed 25% of the amount equal to the number of Memberships attributable to the Parcel multiplied by the Membership Assessmen.. Unofficial Document

(g) The Reduced Assessments referred to in Section 7.3(c) through 7.3(f) above, upon approval by the Board, may be continued for unimproved portions of Parcels when Improvements are to be phased. The portions of the Assessments affected by the phasing shall be determined by the Board.

(h) So long as there is a Class B Membership, Lots and Parcels owned by the Declarant shall not be subject to Assessment, despite the fact that such Lots and Parcels constitute Assessable Property for purposes of this Declaration. However, Declarant shall be required to pay to the Association, in the form of a subsidy, the difference between the cost of operating and administering the Association, including funding of reserves and payment of the Vistancia Assessments and Charges, and the income from Assessments paid by Owners to the Association (the "Declarant Subsidy"), payable within thirty (30) days after Declarant receives written notice from the Association of the amount of the Declarant Subsidy for the current Assessment Period; provided, that each Developer of any portion of the Subject Property shall be required to pay to the Association within said 30-day period, to reduce the amount payable directly by Declarant under this Subsection (h), a portion of the Declarant Subsidy in an amount equal to such Developer's Pro Rata Share multiplied by the amount of the Declarant Subsidy. A Developer's "Pro Rata Share" shall be determined based on the ratio that the number of Memberships held by such Developer bears to the total number of Memberships held by all Developers at the subject point in time. A Developer's Pro Rata Share of the Declarant Subsidy shall be paid in addition to any Assessments, other charges and other obligations provided for herein (including without limitation the obligations set forth in Article XVI, Section 16.6 below), but a Developer's Pro Rata Share of the Declarant Subsidy shall not exceed, when added to such Developer's Reduced Assessment,

the amount that would be payable by such Developer in the subject Assessment Period if it were subject to a full Annual Assessment and full Special Assessment hereunder. Declarant shall deliver to each Developer written notice of the amount of such Developer's Pro Rata Share of the Declarant Subsidy, and the due date for payment thereof to the Association, promptly following Declarant's receipt from the Association of such information. Each Developer's obligation to pay its Pro Rata Share of the Declarant Subsidy shall be a personal obligation and shall be secured by the Assessment Lien, and shall terminate as to future Assessment Periods at such time as such Developer no longer qualifies for a Reduced Assessment on any property owned by the Developer within the Subject Property. When the Class B Membership ceases in accordance with Article VI, Section 6.3 hereof, all Parcels and Lots owned by Declarant shall be subject to Assessment in the same way as any other Lot or Parcel, and the Declarant Subsidy obligation set forth in this Section 7.3(h) shall terminate.

(i) Determination of each Member's "Proportionate Share" as that term is defined and used in the Vistancia Declaration is based on full Assessment obligations hereunder, without attention to any Reduced Assessments and exemptions or exceptions from Assessment that may be given by this Section 7.3.

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For the purposes of this Section 7.3, (i) construction of a Dwelling Unit or other building shall be deemed to have commenced when a building permit is issued with respect thereto by the appropriate authority; and (ii) a Dwelling Unit or other building shall be deemed completed when, in the opinion of the Board, the building is ready for occupancy or, in the case of a commercial rental building, is ready for the making of interior tenant improvements. If the rate of Assessment for a Parcel or Lot increases during the period to which an Annual Assessment or Special Assessment is attributable (or if a Developer's obligation for payment of its Pro Rata Share of the Declarant Subsidy shall terminate or change during the period to which such Declarant Subsidy is attributable), the Assessment (and/or Pro Rata Share, if applicable) shall be prorated between the applicable rates on the basis of the number of days in the period that the Owner qualified for each rate. Annual Assessments may be collected on a monthly, quarterly or annual basis, as determined by the Board, and Special Assessments may be collected as specified by the Board unless otherwise determined by the resolution of the Members of the Association approving the Special Assessment.

Section 7.4. Maximum Annual Assessment. The Annual Assessment to be established by the Board may not exceed a certain amount, hereinafter referred to as the "Maximum Annual Assessment", which Maximum Annual Assessment shall be determined and shall vary in accordance with the following provisions:

(a) Until January 1 of the year following the Recordation of the first Tract Declaration, the Maximum Annual Assessment against each Owner shall be determined by the Board.

(b) Commencing with the year immediately following Recordation of the first Tract Declaration, and continuing each succeeding year thereafter, the Maximum Annual Assessment shall be increased effective January 1 of each such year, without a vote of the Membership, by an amount equal to the Maximum Annual Assessment for the immediately preceding calendar year multiplied by twenty percent (20%). Nothing herein shall obligate the Board to establish, in any year, a budget that utilizes the full Maximum Annual Assessment. If the Board elects to establish a budget in any year that does not utilize the full Maximum Annual Assessment, the Board shall not be prevented from establishing a budget in any subsequent year that utilizes the full Maximum Annual Assessment for such year.

(c) From and after January 1 of the year immediately following the Recordation of the first Tract D Unofficial Document e Maximum Annual Assessment shall be increased above the Maximum Annual Assessment otherwise determined under Subsection (b) above only by a vote of a majority of the Members.

Notwithstanding the foregoing, the amount of the Vistancia Annual Assessment shall not be included in determining the amount of the Maximum Annual Assessment, and any increase in the amount of the Vistancia Annual Assessment from the immediately preceding assessment period therefor under the Vistancia Declaration shall not be included in calculating the increase in the amount of the Maximum Annual Assessment hereunder, it being acknowledged that, although the Vistancia Annual Assessment is collected by the Association as part of the Annual Assessment to ensure the availability of the necessary funds to pay the Association's obligation for the Vistancia Annual Assessment, the Vistancia Annual Assessment is subject to a separate determination of the cap on increases thereof as set forth in the Vistancia Declaration. Accordingly, the Annual Assessment for any Assessment Period hereunder shall equal the Maximum Annual Assessment plus the amount of the Vistancia Annual Assessment as the same may be increased pursuant to the Vistancia Declaration.

Section 7.5. Special Assessments for Capital Improvements and Extraordinary Expenses. In addition to the Annual Assessments authorized above, the Association may levy, in any Assessment Period, a Special Assessment applicable to that period only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or for the purpose of defraying other extraordinary expenses, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for such purpose. The provisions of this Section are not intended to preclude or limit the assessment, collection or use of

Annual Assessments for the aforesaid purposes. In addition, the Association shall levy, in any Assessment Period, without the consent of any Member being required, a Special Assessment equal to the amount of any Vistancia Special Assessment levied pursuant to the Vistancia Declaration during such Assessment Period (which may, at the election of the Vistancia Declarant, include the amount of the Contingent Subsidy Obligation, if and when applicable), unless the Association has included the amount of such Vistancia Special Assessment in the Annual Assessment levied for such Assessment Period or has paid such Vistancia Special Assessment from Association reserves.

Section 7.6. Special Use Fees. The Association is authorized to bill for, administer, disburse, collect and sue for Special Use Fees, and the obligation for payment thereof shall be secured by the Assessment Lien and shall be the personal obligation of the Owners against whom they are assessed. Special Use Fees may be used to cover the costs of maintaining particular Common Area Improvements designed to benefit less than all of the Members of the Association. Such Common Area Improvements may include, but [illegible] be limited to, private streets, security gates and enhanced landscaping. All Special Use Fees collected shall, when imposed in connection with a particular Improvement, be separately accounted for and shall be expended on the particular Improvement to which they pertain. The applicable Tract Declaration for the affected Lot(s) or Parcel(s), or a resolution of the Board made pursuant thereto, shall further describe the purpose and determination of the amount of the Special Use Fees.

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Section 7.7. Notice and Quorum for Any Action Authorized Under Sections 7.4 and 7.5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 7.4(c) or 7.5 of this Article VII shall be sent to all Members no less than ten (10) days nor more than fifty (50) days in advance of the meeting at the addresses of such Members on the records of the Association. At the first such meeting called, the presence of Members or of proxies entitled to cast twenty-five percent (25%) of all the votes (exclusive of suspended voting rights) of each class of Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the initially scheduled meeting.

Section 7.8. Establishment of Annual Assessment Period. The period for which the Annual Assessment is to be levied (the "Assessment Period") shall be the calendar year, except that the first Assessment Period shall commence upon the filing of the first Tract Declaration and terminate on December 31 of such year. The Board in its sole discretion from time to time may change the Assessment Period by giving notice thereof to the Members of the Association. Notwithstanding the foregoing, the

applicable Tract Declaration shall establish when Assessments shall commence for the Lots and/or Parcels covered in such Tract Declaration.

Section 7.9. Date of Commencement of Annual Assessments. The Tract Declaration for each Lot and Parcel shall establish the date of commencement of Annual Assessments as to each Lot and Parcel subject to the Tract Declaration.

Section 7.10. Rules Regarding Billing and Collection Procedures. The Board shall have the right to adopt rules and regulations setting forth procedures for the purpose of making the Assessments provided herein and for the billing and collection thereof, provided that said procedures are not inconsistent with the provisions hereof or of the Vistancia Declaration. The failure of the Association to send a bill to a Member shall not relieve any Member of his liability for any Assessment or charge under this Declaration, but the Assessment Lien therefor shall not be foreclosed or otherwise enforced until the Member has been given not less than thirty (30) days written notice prior to such foreclosure or enforcement, at the address of the Member on the records of the Association, th[illegible]ment or any installment thereof is or will be due and of the amount owing. Such notice may be given at any time prior to or after delinquency of such payment. The Association shall be under no duty to refund any payments received by it even though the ownership of a Membership changes during an Assessment Period. Successor Owners of Lots or Parcels shall be given credit for prepayments, on a prorated basis, made by prior Owners. In case the owner of a Membership becomes liable for payment of an increased sum pursuant to Section 7.3 of this Article VII during the Assessment Period, he shall notify the Association that the Reduced Assessment is no longer applicable, but his failure to so notify the Association shall not relieve him of the liability for such increased amounts. In the case of Members who become such during an Assessment Period upon the Recording of a Tract Declaration, the amount of the Annual Assessment shall be prorated and any previously levied Special Assessment which is payable in installments shall be prorated, and each new Member shall be liable for its proportionate share thereof. Members shall notify the Association in writing of a change of mailing address within ten (10) days after such change occurs.

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Section 7.11. Collection Costs and Interest on Delinquent Assessments. Any Annual Assessment, Special Assessment, Special Use Fee, Maintenance Charge or other monetary obligations arising under this Declaration, or any installment of any of the foregoing, not paid when due shall be deemed delinquent and the Board shall have the right to charge interest ("Default Interest") from thirty (30) days after the due date until paid at a rate (the "Default Rate") equal to the greatest of (a) twelve percent (12%) per annum, or (b) the then prevailing interest rate on loans insured by the Federal Housing Association, or (c) the then prevailing interest rate on loans guaranteed by the Veterans Administration, and the Owner shall be liable for all late fees and all taxable and incidental costs, including attorney's fees, which may be incurred by the Association in collecting the same (collectively, the "Costs"). The

applicable Default Rate on such delinquent amounts shall be determined on a daily basis or such other basis as the Board may establish from time to time. Late fees may be established by the Board and may be adjusted from time to time. Payment of Default Interest and Costs shall be the personal obligation of the Owner in default and shall be secured by the Assessment Lien on such Owner's Lot or Parcel. The Board may Record a Notice of Delinquent Assessment against such defaulting Owner's Lot or Parcel and may establish a fixed fee to reimburse the Association for the Association's cost in Recording such Notice, processing the delinquency and Recording a notice of payment, which fixed fee shall be treated as a collection cost of the Association secured by the Assessment Lien.

Section 7.12. Evidence of Payment of Assessments. Upon receipt of a written request by a Member or any other Person (including without limitation Vistancia Maintenance Corporation), the Association, within a reasonable period of time thereafter, shall issue to such Member or other Person a written certificate stating (a) that all Annual Assessments (including without limitation the Vistancia Annual Assessments), Special Assessments Unofficial Document ...thout limitation the Vistancia Special Assessments), Special Use Fees and Maintenance Charges (including Default Interest and Costs, if any) have been paid with respect to any specified Lot or Parcel as of the date of such certificate, or (b) if all Annual Assessments, Special Assessments, Special Use Fees and Maintenance Charges (including Default Interest and Costs, if any) have not been paid, the amount of such Annual Assessments, Special Assessments, Special Use Fees and Maintenance Charges (including Default Interest and Costs, if any) due and payable as of such date. The Association may make a reasonable charge for the issuance of such certificates, which charges must be paid at the time the request for any such certificate is made (provided, in connection with a request for such a certificate by Vistancia Maintenance Corporation, no such charge shall be payable). Any such certificate, when duly issued as herein provided, shall be conclusive and binding with respect to any matter therein stated as against any bona fide purchaser of, or lender on, the Lot or Parcel in question, but in no event shall any Owner be entitled to avoid the payment of Assessments, Default Interest or Costs otherwise payable by him on the basis of a certificate issued to a third party which contains a mistake concerning the status of Assessments, Default Interest or Costs payable by the Owner.

Section 7.13. Property Exempted from the Assessments and Assessment Lien. Exempt Property shall be exempted from the assessment of the Annual Assessments, Special Assessments, Special Use Fees, and, except as provided in Article X, Section 10.3, from Maintenance Charges and the Assessment Lien; provided, however, that in the event any change of ownership of Exempt Property results in all or any part thereof becoming Assessable Property in any year, the same thereupon shall be subject to the assessment of the Annual Assessment and Special Assessment, Special Use Fees, and, if theretofore exempt therefrom, Maintenance Charges (prorated as of the date such Exempt Property became Assessable Property) and the Assessment

Lien. Despite the fact that property may constitute Exempt Property for purposes of this Declaration, it may be included in the determination of "Assessable Property" pursuant to Section 6.2(a) of the Vistancia Declaration.

Section 7.14. Working Capital Fund. To ensure that the Association shall have adequate funds to meet its expenses or to purchase necessary equipment or services, each Person who purchases from a Developer a Lot which is restricted by a Tract Declaration to Single Family Residential Use, Cluster Residential Use or Residential Condominium Development Use shall pay to the Association immediately upon becoming the Owner of the Lot a sum equal to the greater of one-fourth (1/4th) of the then current Annual Assessment for the Lot, or the amount of the Vistancia Contribution (defined below), and each Person who purchases from the Declarant a Lot or Parcel restricted by a Tract Declaration to a use other than Single Family Residential Use, Cluster Residential Use or Residential Condominium Development Use shall pay to the Association at the time such Lot or Parcel no longer qualifies for a Reduced Assessment pursuant to Article VII, Section 7.3 of this Declaration a sum equal to the greater of one-fourth (Unofficial Document then current Annual Assessment for such Lot or Parcel or the amount of the Vistancia Contribution (in either case, a "Working Capital Fund Payment"). Funds paid to the Association pursuant to this Section may be used by the Association for payment of operating expenses or any other purpose permitted under this Declaration including, but not limited to, the establishment of reserves and payment of the Vistancia Assessments, and shall be used by the Association to pay to Vistancia Maintenance Corporation the sum of Seventy-Five and No/100 Dollars ($75.00) (the "Vistancia Contribution") out of each Working Capital Fund Payment, in accordance with the Vistancia Declaration, to ensure that Vistancia Maintenance Corporation shall have adequate funds to meet its expenses or to purchase necessary equipment or services. Working Capital Fund Payments made pursuant to this Section shall be nonrefundable and shall not be offset or credited against or considered as an advance payment of any Assessments levied by the Association pursuant to this Declaration or any other obligations arising under this Declaration or the Vistancia Declaration.

Section 7.15. Transfer Fee. Each Person other than a Developer who purchases a Lot or Parcel shall pay to the Association immediately upon becoming the Owner of the Lot or Parcel a transfer fee in such amount as is established from time to time by the Board.

ARTICLE VIII
ENFORCEMENT OF PAYMENT OF ASSESSMENTS AND OF ASSESSMENT LIEN

Section 8.1. Association as Enforcing Body. The Association, as the agent and representative of the Members, shall have the exclusive right to enforce the provisions of this Declaration except that, with respect to any provisions relating in any way to the Vistancia Declaration, including without limitation payment of the Vistancia

Assessments, the Vistancia Subsidy (as defined in the Vistancia Declaration), the Contingent Subsidy Obligation, the Vistancia Contribution or any other monetary obligations arising under the Vistancia Declaration, violations of the Vistancia Rules or Vistancia Declaration, and use of the Community Common Areas (collectively, the "Vistancia Obligations"), and/or enforcement of personal obligations of the Association, the Members of the Association, the Declarant or any other Person for the Vistancia Obligations and/or enforcement of the Vistancia Lien (collectively, the "Vistancia Remedies"), Vistancia Maintenance Corporation shall also have the right (but not the obligation) to enforce such provisions pursuant to and in accordance with the Vistancia Declaration. However, if the Association shall fail or refuse to enforce this Declaration or any provision hereof for an unreasonable period of time after written request to do so, then any Member may enforce the provisions of this Declaration (but not the Vistancia Obligations or the Vistancia Remedies) on behalf of the Association by any appropriate action, whether at law or in equity. No enforcement action by the Association or by any Member shall limit in any way, or constitute a condition precedent to, the right of Vistancia Maintenance Corporation to proceed with the exercise of any re[illegible], have under the Vistancia Declaration so long as a default thereunder continues, but in the event Vistancia Maintenance Corporation elects to forbear from exercising any right or remedy for any period of time while an enforcement action is being pursued by the Association or a Member, such forbearance shall not constitute a waiver or election of any rights or remedies of Vistancia Maintenance Corporation.

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Section 8.2. Association's Remedies to Enforce Payment of Assessments. If any Member fails to pay the Annual Assessments, Special Assessments, Special Use Fees or Maintenance Charges, or installments of any of the foregoing, or Default Interest or Costs, when due, the Association may enforce the payment thereof by taking either or both of the following actions, concurrently or separately (and, by exercising either of the remedies hereinafter set forth, the Association does not prejudice or waive its rights to exercise the other remedy):

(a) Bring an action at law and recover judgment against the Member personally obligated to pay the Annual Assessments, Special Assessments, Special Use Fees, Maintenance Charges, Default Interest or Costs;

(b) Foreclose the Assessment Lien against the Lot or Parcel in accordance with the then prevailing Arizona law relating to the foreclosure of realty mortgages (including the right to recover any deficiency) and the Lot or Parcel may be redeemed after foreclosure sale as provided by law. The Association shall have the right to bid at any foreclosure sale.

Section 8.3. Subordination of Assessment Lien to First Mortgage or Deed of Trust and Vistancia Lien; Priority of Lien. The Assessment Lien provided for herein shall be subordinate to any first mortgage lien held by, or first deed of trust of which

the beneficiary is, a lender who has lent funds with the Lot or Parcel as security, or held by the lender's successors and assigns, and shall also be subject and subordinate to liens for taxes and other public charges which by applicable law are expressly made superior, and to the Vistancia Lien. Except as above provided, the Assessment Lien shall be superior to any and all charges, liens or encumbrances which in any manner may arise or be imposed upon each Lot or Parcel after the date this Declaration is Recorded. Sale or transfer of any Lot or Parcel shall not affect the Assessment Lien; provided, however, that if the sale or transfer is pursuant to foreclosure of a mortgage or deed of trust to which the Assessment Lien is subordinate, or pursuant to any sale or proceeding in lieu thereof, the purchaser at the mortgage foreclosure or deed of trust sale, or any grantee taking by deed in lieu of foreclosure, shall take the Lot or Parcel free of the Assessment Lien for all Annual Assessments, Special Assessments, Special Use Fees, Maintenance Charges, Default Interest and Costs that have accrued up to the date of issuance of a sheriff's or trustee's deed or deed in lieu of foreclosure; but upon the date of issuance of a sheriff's or trustee's deed or deed in lieu of foreclosure, the Assessment Lien immediately shall become and remain superior to any and all other charges, liens o. [illegible]ces (except liens for taxes or other public charges which by applicable law are expressly made superior and the Vistancia Lien), and such mortgage or deed of trust foreclosure sale purchaser or grantee shall take title subject to all Annual Assessments, Special Assessments, Special Use Fees, Maintenance Charges, Default Interest and Costs accruing subsequent to the date of issuance of a sheriff's or trustee's deed or deed given in lieu of foreclosure, and the Assessment Lien therefor. Nothing herein shall affect or be deemed to affect the continued effectiveness of the Vistancia Lien or the personal obligation of any Person for the Vistancia Assessments or other Vistancia Obligations, such matters being subject to the terms and provisions of the Vistancia Declaration.

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Section 8.4. Costs to be Borne by Member in Connection with Enforcement of Payment of Assessments. In any action taken pursuant to Section 8.2 of this Article VIII, the Member shall be personally liable for, and the Assessment Lien shall be deemed to secure the amount of, the Annual Assessments, Special Assessments, Special Use Fees and Maintenance Charges together with Default Interest and the Association's Costs. The Assessment Lien shall also secure payment of any other sums which may become payable to the Association by an Owner pursuant to this Declaration, including without limitation any sums relating to the Vistancia Obligations (but the foregoing shall not in any way limit or otherwise affect the amount, priority or effectiveness of the Vistancia Lien).

ARTICLE IX
USE OF FUNDS; BORROWING POWER

Section 9.1. Purposes for which Association's Funds May be Used. The Association shall apply all funds and property collected and received by it (including the Assessments, fees, loan proceeds, surplus funds and all funds and property

received by it from any other source) for the common good and benefit of the Subject Property and the Members by devoting said funds and property, among other things, to payment of the Vistancia Assessments as and when due, and to the acquisition, construction, alteration, maintenance, provision and operation, by any manner or method whatsoever, of any and all land, properties, improvements, facilities, services, projects, programs, studies and systems, within or outside of the Subject Property which may be necessary, desirable or beneficial to the general common interests of the Subject Property and the Members (provided, however, that Special Use Fees shall be expended only on the particular Improvements to which they pertain). The following are some, but not all, of the areas in which the Association may seek to aid, promote and provide for such common benefit: social interaction among Members and Residents, maintenance of landscaping on Common Areas, public rights of way and drainage areas within the Subject Property, recreation, liability insurance, communications, education, transportation, health, utilities, public services, safety and indemnification of officers and directors of the Association. The Association also may expend its funds for any purposes for which any municipality may expend its funds under the laws of the State of Arizc... ..unicipality's charter. Without in any way limiting the generality of Article XVII, the provisions of this Section 9.1 are subject to and limited by the terms of the CSER.

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Section 9.2. Borrowing Power. The Association may borrow money in such amounts, at such rates, upon such terms and security, and for such periods of time as is necessary or appropriate.

Section 9.3. Association's Rights in Spending Funds From Year to Year. The Association shall not be obligated to spend in any year all the sums received by it in such year (whether by way of Assessments, fees or otherwise), and may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of the Annual Assessment in the succeeding year if a surplus exists from a prior year and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes.

Section 9.4. Insurance. The Association shall obtain and maintain in full force and effect at all times insurance against liability incurred as a result of death or injury to persons or damage to property on the Common Areas. If generally available at reasonable cost, the commercial general liability insurance shall have a limit of at least $1,000,000.00 per occurrence with respect to bodily injury, personal injury and property damage. In addition, the Board shall, in its own discretion, determine other appropriate or increased limits of coverage as well as types of coverage. Additionally, the Association shall obtain and maintain in full force and effect at all times a policy or policies of insurance insuring Improvements, fixtures, furnishings, equipment and other personal property located in or upon the Common Areas, against loss or damage by hazards insured under an "ALL RISK" policy providing fire and extended coverage

and additional risks covered by such policy, with a deductible in such amount as may be determined by the Board from time to time. The proceeds from any such policy or policies of hazard insurance shall be used for the repair or replacement of the fixtures, furnishings, equipment, other personal property and Improvements so insured, unless otherwise determined by the vote of a majority of the Board. The amount of any deductible shall be levied as a Special Assessment or Special Use Fee, in the same manner as the premiums for such insurance are allocated.

ARTICLE X
MAINTENANCE

Section 10.1. Common Areas and Public Right of Way. The Association, or its duly appointed representatives, shall maintain all landscaping located within rights-of-way dedicated to the City of Peoria within the Subject Property, except for landscaping which is Community Common Area and therefore the responsibility of Vistancia Maintenance Corporation. The Association, or its duly appointed representatives, shall maintain and otherwise manage all Unofficial Document ;as, including, but not limited to, the landscaping, open space, washes, specialty paving, lighting, trails/bikeways, drainageways, walkways, paths, parking areas, drives, recreational facilities and the roofs, interiors and exteriors of the buildings and structures located upon the Common Areas. Notwithstanding the foregoing, the Association shall not be responsible for providing or maintaining the landscaping, structures or other Improvements on any Common Areas which are part of Lots or Parcels unless (i) such landscaping, structures or other Improvements are available for use by all Owners and occupants of the Subject Property or are within easements intended for the general benefit of the Subject Property, or (ii) the Association assumes in writing the responsibility for such maintenance or such responsibility is set forth in a Recorded instrument as hereinafter provided. The Association shall not maintain areas which (i) the City of Peoria or a governmental entity is maintaining, or (ii) are Community Common Areas for which Vistancia Maintenance Corporation is responsible pursuant to the Vistancia Declaration, or (iii) are to be maintained by the Owners of a Lot or Parcel pursuant to Article IV, Section 4.2(d) of this Declaration unless the Board determines, with respect to the areas described in clauses (i) or (iii) above, that maintenance thereof by the Association is in the best interests of the Subject Property and the Members. Specific areas to be maintained by the Association may be identified on subdivision plats Recorded or approved by the Declarant, in Tract Declarations and in Deeds from the Declarant to a transferee of a Lot or Parcel, or by other Recorded document. Failure to so identify such specific areas to be maintained by the Association shall not affect the Association's rights and responsibilities. The Board shall use a standard of reasonable care in providing for the repair, management and maintenance of the Common Areas so that the Subject Property will reflect a high pride of ownership. In this connection the Association may, in the discretion of the Board:

(a) Reconstruct, repair, replace or refinish any Improvement or portion thereof upon Association Land;

(b) Construct, reconstruct, repair, replace or refinish any road improvement or surface upon any portion of the Common Area used as a road, street, walk, driveway, or parking area, except that no permanent Improvements shall be made by the Association on any Common Area that is not Association Land and the Association shall provide only maintenance on Common Areas which are not Association Land;

(c) Replace injured and diseased trees and other vegetation in any Common Area, and plant trees, shrubs and ground cover to the extent that the Board deems necessary for the conservation of water and soil and for aesthetic purposes;

(d) Place and maintain upon any Common Area such signs as the Board may deem appropriate for the prope[illegible]n, use and regulation thereof;

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(e) Do all such other and further acts which the Board deems necessary to preserve and protect the Common Area and the beauty thereof, in accordance with the general purposes specified in this Declaration.

The Board shall be the sole judge as to the appropriate maintenance of all Common Areas and other properties maintained by the Association. In the event any subdivision plat, Tract Declaration or this Declaration permits the Board to determine whether or not Owners of certain Lots or Parcels will be responsible for maintenance of certain Common Areas or public right-of-way areas, the Board shall have the sole discretion to determine whether or not it would be in the best interest of the Members for the Association or an individual Owner to be responsible for such maintenance, considering cost, uniformity of appearance, location and other factors deemed relevant by the Board. The Board may cause the Association to contract with others for the performance of the maintenance and other obligations of the Association under this Article X and, in order to promote uniformity and harmony of appearance, the Board may also cause the Association to contract to provide maintenance services to Owners of Lots and Parcels having such responsibilities in exchange for the payment of such fees as the Association and Owner may agree upon. Without in any way limiting the generality of Article XVII, the provisions of this Section 10.1 are subject to and limited by the CSER.

Section 10.2. Assessment of Certain Costs of Maintenance and Repair of Common Areas and Public Areas. In the event that the need for maintenance or repair of Common Areas or other areas maintained by the Association, or of Community Common Areas, is caused through the willful or negligent act of any Member or its Permittees, the cost of such maintenance or repairs shall be added to

and become a part of the Assessment to which such Member and the Member's Lot or Parcel is subject and shall be secured by the Assessment Lien (and, with respect to Community Common Areas, shall be added to and become a part of the Vistancia Annual Assessment to which the Association is subject and shall be secured by the Vistancia Lien). The decision of the Board shall be final and binding as to whether any need for repair is caused by any willful or negligent act of any Member or its Permittees (except with respect to Community Common Areas, in which case the decision of Vistancia Maintenance Corporation shall be final and binding). Any charges or fees to be paid by the Owner of a Lot or Parcel pursuant to Section 10.1 of this Article X in connection with a contract entered into by the Association with an Owner for the performance of an Owner's maintenance responsibilities shall also become a part of such Assessment and shall be secured by the Assessment Lien.

Section 10.3. Improper Maintenance and Use of Lots and Parcels. In the event any portion of any Lot or Parcel is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots and Parcels or o Unofficial Document the Subject Property or Community Common Areas which are substantially affected thereby or related thereto, or in the event any portion of a Lot or Parcel is being used in a manner which violates the Vistancia Declaration, this Declaration or any Tract Declaration applicable thereto, the Vistancia Rules, the Association Rules or the Design Guidelines, or in the event the Owner of any Lot or Parcel is failing to perform any of its obligations under the Vistancia Declaration, this Declaration or any Tract Declaration applicable thereto, the Vistancia Rules, the Association Rules or the Design Guidelines with respect to the maintenance, repair or replacement of the Improvements located on such Lot or Parcel, the Board may (or shall, if so directed by Vistancia Maintenance Corporation) by resolution make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give written notice thereof to the Owner by mail to the mailing address of the Lot or Parcel and make demand that corrective action be taken with fourteen (14) calendar days of the date of the notice. If at the expiration of the said fourteen (14) day period the requisite corrective action has not been taken, the Board shall be authorized and empowered to (and with respect to any resolution required by Vistancia Maintenance Corporation, shall) cause such action to be taken (and the Board and its agents shall have the right and license to enter upon the Lot and Parcel in connection therewith), including but not limited to the hiring of an attorney to take action on behalf of the Board, whether by informal pre-suit action or by formal legal proceedings. The Costs of any action taken by the Board as set forth herein, together with any fines assessed against said Owner, shall be added to and become a part of the Assessment to which the offending Owner and the Owner's Lot or Parcel is subject and shall be secured by the Assessment Lien. No corrective or enforcement action by the Association shall limit in any way, or constitute a condition precedent to, the right of Vistancia Maintenance Corporation to proceed with the exercise of any remedy it may have under the Vistancia Declaration so long as a default thereunder continues, but in the event Vistancia Maintenance Corporation

elects to forbear from exercising any right or remedy for any period of time while a corrective or enforcement action is being pursued by the Association, such forbearance shall not constitute a waiver or election of any rights or remedies of Vistancia Maintenance Corporation.

ARTICLE XI
DESIGN REVIEW COMMITTEE

Section 11.1. Establishment. The Declarant shall establish a Design Review Committee to perform the functions of the Design Review Committee set forth in this Declaration and shall adopt the procedural rules and regulations for the performance of such duties by the Design Review Committee, including procedures for the preparation, submission and determination of the application for any approvals required by this Declaration or any Tract Declaration. The Design Review Committee shall consist of such number of regular members and alternate members as the Declarant may designate and such members shall be appointed by the Declarant subject to the provisions of Sectior. [illegible] Article XI. The appointees need not be architects, Owners, or Residents and do not need to possess any special qualifications of any type except such as the Declarant may, in its discretion, require. The Design Review Committee shall hold regular meetings, and a quorum (which shall consist of a majority of the regular members) shall be necessary for any decision of the Design Review Committee. An alternate member, approved by the Declarant, may participate at any meeting at which there is not a quorum of regular members present, may constitute a quorum by his (their) presence and shall have all of the authority of a regular member while so participating. The Design Review Committee shall have the authority to promulgate architectural guidelines and standards (the "Design Guidelines") applicable to the Subject Property, provided that the Design Guidelines are not inconsistent with any architectural plans approved for the Subject Property by the Vistancia Declarant prior to Recordation of this Declaration. The Design Guidelines shall interpret and implement this Declaration by setting forth the procedures for Design Review Committee review and the standards for development within the Subject Property, including, but not limited to, architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials, signage, wall design and similar matters (but limited by and subject to the right of the Vistancia Declarant or Vistancia Maintenance Corporation, as applicable, to control the paint color of and any modifications to perimeter walls and fences and walls and fences fronting on arterial streets irrespective of what Person is the legal owner thereof or has responsibility for the maintenance thereof; and further limited by any improvement plan, landscape plan, design approvals or architectural plans approved for the Subject Property by the Vistancia Declarant prior to Recordation of this Declaration, which may not be modified without the prior written consent of the Vistancia Declarant). The Design Guidelines may also include provisions requiring the establishment of landscaping on Lots and Parcels pursuant to specific timetables. Subject to the limitations set forth above and to the provisions of Section 11.2 of this

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Article XI, the decision of the Design Review Committee shall be final on all matters submitted to it pursuant to this Declaration.

Section 11.2. Appeal. Any Owner aggrieved by a decision of the Design Review Committee may appeal the decision (i) to Declarant, if Declarant at the time of such decision has the right to appoint the members of the Design Review Committee pursuant to Section 11.4 of this Article XI, or (ii) to the Board in accordance with procedures to be established by the Board, if at the time of such decision Declarant does not have the right to appoint the members of the Design Review Committee pursuant to Section 11.4 of this Article XI. Such procedures would include the requirement that the appellant has modified the requested action or has new information which would in the opinion of the Declarant or Board, as applicable, warrant a reconsideration. If the Board or Declarant, as applicable, fails to allow an appeal or, after appeal, again rules in a manner aggrieving the appellant, the decision of the Board or Declarant, as applicable, is final. In the event the decision of the Design Review Committee is overruled by the Board or the Declarant, as applicable, on any issue or question, the prior decision of the Design Review Committee shall be deemed modified to the extent specified by the Board or Declarant, as applicable, and, for purposes of this Declaration, such decision, as so modified, shall thereafter be deemed the decision of the Design Review Committee. In this regard, the Board or the Declarant, as applicable, shall have the authority to modify or overrule the decision of the Design Review Committee on any matter presented to it.

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Section 11.3. Fee. The Design Review Committee may establish a reasonable processing fee to defer the costs of the Association in considering any requests for approvals submitted to it, which fee shall be paid at the time the request for approval is submitted. The Design Review Committee may employ an architect and other design professionals and the fees for such services shall be included in the processing fee. The processing fee imposed by this Section 11.3 shall not apply to the processing of a Developer's standard house plans for Design Review Committee approval.

Section 11.4. Appointment of Design Review Committee Members. Design Review Committee members are appointed by the Declarant and may be replaced at the discretion of the Declarant. The number of members shall be in the sole discretion of the Declarant. Declarant's right to appoint Design Review Committee members shall cease and the Board shall be vested with that right and all other rights of the Declarant pertaining to the Design Review Committee as stated in this Article XI, two (2) years after the date on which the Class B Membership is extinguished or when such right is expressly relinquished by Declarant to the Board in writing, whichever condition occurs first.

Section 11.5. Non-Liability for Approval of Plans. Plans and specifications shall be approved by the Design Review Committee as to style, exterior design, appearance and location, but the Design Review Committee takes no responsibility for engineering

design or for compliance with zoning and building ordinances, and by approving any plans and specifications neither the Association, the Design Review Committee or any member thereof, any Member, the Board, nor the Declarant or any officer, director, employee, agent or affiliate of Declarant assumes any liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications. Neither the Design Review Committee or any member thereof, the Association, any Member, the Board nor the Declarant or any officer, director, employee, agent or affiliate of Declarant shall be liable to any Owner or other Person for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, or (c) the development, or manner of development, of any property within the Subject Property. Approval of plans and specifications by the Design Review Committee is not, and shall not be deemed to be, a representation or warranty, whether express or implied, that said plans or specifications comply with applicable governmental ordinances or regulations including, without limitation, zoning ordinances and building codes, or industry standards for design or construction.

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ARTICLE XII
RIGHTS AND POWERS OF ASSOCIATION

Section 12.1. Association's Rights and Powers as Set Forth in Articles and Bylaws. In addition to the rights and powers of the Association set forth in this Declaration, the Association shall have such rights and powers as are set forth in its Articles and Bylaws or as provided by Arizona common law or statute. Such rights and powers, subject to the approval thereof by any agencies, institutions or other Persons deemed necessary by Declarant, may encompass any and all things which a natural person could do or which now or hereafter may be authorized by law, provided such Articles and Bylaws are not inconsistent with the provisions of this Declaration, the Vistancia Declaration or the CSER, and are necessary, desirable or convenient for effectuating the purposes set forth in this Declaration. After incorporation of the Association, a copy of the Articles and Bylaws of the Association shall be available for inspection at the office of the Association during reasonable business hours. In addition to all other rights and remedies granted to the Association by this Declaration, the Association shall have the power to impose reasonable fines against an Owner for any violation of the Vistancia Declaration, this Declaration, any applicable Tract Declaration, the Vistancia Rules, the Association Rules or the Design Guidelines by the Owner or its Permittees.

Section 12.2. Association's Rights of Enforcement of Provisions of This and Other Instruments. The Association, as the agent and representative of the Members, shall have the right to enforce this Declaration (including, but not limited to, the covenants set forth in this Declaration) and/or any and all covenants, restrictions, reservations,

charges, servitudes, assessments, conditions, liens or easements provided for in any contract, deed, declaration or other instrument which (a) shall have been executed pursuant to, or subject to, the provisions of this Declaration, or (b) otherwise shall indicate that the provisions of such instrument were intended to be enforced by the Association and that the Association or Declarant consented thereto.

Section 12.3. Contracts with Others for Performance of Association's Duties. Subject to the restrictions and limitations contained herein, the Association may enter into contracts and transactions with others, including Declarant and its affiliated companies, and such contracts or transactions shall not be invalidated or in any way affected by the fact that one or more directors or officers of the Association or members of any committee are employed by or otherwise connected with Declarant or its affiliates, provided that the fact of such interest shall be disclosed or known to the other directors acting upon such contract or transaction, and provided further that the transaction or contract is fair and reasonable. Any such director, officer or committee member may be counted in determining the existence of a quorum at any meeting of the Board or committee of which he [illegible] which shall authorize any contract or transaction described above or grant or deny any approval sought by the Declarant, its affiliated companies or any competitor thereof and may vote thereat to authorize any such contract, transaction or approval with like force and effect as if he were not so interested.

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Section 12.4. Change of Use of Association Land and Procedure Therefor. Subject to Section 12.5 of this Article XII, upon (a) adoption of a resolution by the Board stating that in the Board's opinion the then present use of a designated part of the Common Areas is no longer in the best interests of the Members, and (b) the approval of such resolution by a majority of the votes of those Class A Members having use rights in and to the subject Common Area and a majority of the votes of the Class B Members, who are voting in person or by proxy at a meeting duly called for such purpose, and (c) the approval of such resolution by the Declarant so long as the Declarant owns any Lot or Parcel or any other portion of the Subject Property or owns or holds an option to purchase any part of the Additional Property, the Board shall have the power and right to change the use thereof (and in connection therewith, construct, reconstruct, alter or change the buildings, structures and other Improvements thereon in any manner deemed necessary by the Board to accommodate the new use), provided such new use (i) shall be for the benefit of the Members, and (ii) shall be consistent with any deed restrictions (or zoning regulations), or applicable Tract Declaration.

Section 12.5. Conversion/Conveyance by Declarant. Notwithstanding the provisions of Section 12.4 of this Article XII, the Declarant shall have the right, at any time and from time to time, without the consent of the Developer of the subject Parcel, the Board or of any other Owner, Member or other Person being required, to cause: (i) any or all of the Common Areas on the subject Parcel, or any portion

thereof, to be converted to a Tract that is subject to a Special Use Fee and thereafter maintained by the Association in accordance with Article VII, Section 7.6 hereof and the applicable Tract Declaration ("Special Use Fee Tracts"); and/or (ii) any or all of the Special Use Fee Tracts on the subject Parcel, or any portion thereof, to be conveyed to any Sub-Association formed by the Developer of the subject Parcel and thereafter owned and maintained by such Sub-Association, in accordance with the applicable Tract Declaration. Furthermore, prior to the date on which any Class A Membership in the Association exists with respect to the subject Parcel or any Lot within the subject Parcel, Declarant shall have the right, at any time and from time to time, subject to the consent of the Developer of the subject Parcel but without the consent of the Board or of any other Owner, Member or other Person being required, to cause any or all of the Special Use Fee Tracts on the subject Parcel, or any portion thereof, to be converted to Common Area available for use by all Members that will be maintained thereafter by the Association without the imposition of a Special Use Fee. After the date on which any Class A Membership in the Association exists with respect to the subject Parcel or any Lot within the subject Parcel, the conversion described in the immediately preceding sentence m[illegible] [illegible]y in accordance with the applicable requirements for amendment of a Tract Declaration set forth in Article XIV, Section 14.2(b)(ii)(B) (including the consent requirements set forth therein). In connection with any conversion or conveyance made pursuant to this Section 12.5, an amendment to the applicable Tract Declaration, executed and acknowledged by Declarant (and by the Developer of the subject Parcel if such Developer's consent is required hereby or by the applicable Tract Declaration) shall be Recorded; provided, that the effectiveness of any conveyance pursuant to clause (ii) of this Section 12.5 shall not be affected by the failure to Record such an amendment with respect thereto. In the event of any conflict between the provisions of Article XII, Section 12.4 hereof or Article XIV, Section 14.2 hereof, and the provisions of this Section 12.5, the provisions of this Section 12.5 shall control. Any conversion or conveyance made pursuant to this Section 12.5 shall not require the payment of any additional consideration (including without limitation a transfer fee pursuant to Article VII, Section 7.15 herein) by or to the Developer of the subject Parcel, the Declarant or the Association, other than payment of any Special Use Fee or Assessment payable to the Association which is otherwise applicable thereto.

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ARTICLE XIII
ANNEXATION OF ADDITIONAL PROPERTY

Section 13.1. Annexation Without Approval. All or any part of the Additional Property may be annexed to the Subject Property and become subject to this Declaration and subject to the jurisdiction of the Association without the approval, assent or vote of the Board, the Association, any Member or Owner, or any other Person being required other than as described in Section 13.4 of this Article XIII below, by the execution and Recording of a Supplemental Declaration by Declarant describing the part of the Additional Property to be annexed. No Supplemental

Declaration shall be so executed and Recorded pursuant to this Section more than fifteen (15) years after the later of: (i) the Recording of this Declaration or (ii) the most recent Recording of a Supplemental Declaration. Thereafter, or at such earlier time as the Declarant no longer owns any part of the Subject Property and no longer owns or holds an option to purchase any part of the Additional Property, the Board shall have the right to annex and subject to this Declaration all or any part of the Additional Property by executing and Recording a Supplemental Declaration. The Recording of said Supplemental Declaration shall constitute and effectuate the annexation of said portion of the Additional Property described therein, making said real property subject to this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter said property shall be part of the Subject Property and all of the Owners of Lots or Parcels in said property shall automatically be Members of the Association. Although Declarant or the Board shall have the ability to so annex all or any portion of the Additional Property, neither Declarant nor the Board shall be obligated to annex all or any portion of such Additional Property and such Additional Property shall not become subject to this Declaration unless and until a Supplemental Declaration shall have been so executed and Recorded. Notwithstanding anything to the contrary, if at the time of the Recordation of the Supplemental Declaration, the Additional Property described therein is owned by a Person other than Declarant, then that owner must join with Declarant (or the Board, as applicable) in the execution of the Supplemental Declaration.

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Section 13.2. Supplemental Declarations. Any Supplemental Declaration may contain such complementary additions to and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the Additional Property so annexed and as are not inconsistent with the plan of this Declaration, the Vistancia Declaration or the CSER. In no event, however, shall any such Supplemental Declaration revoke or modify the covenants established by this Declaration, the Vistancia Declaration, the CSER or any applicable Tract Declaration within the existing Subject Property.

Section 13.3. De-Annexation. Notwithstanding any other provision of this Declaration with the exception of Section 13.4 of this Article XIII, Declarant shall have the right from time to time, at its sole option and without the consent of the Board, the Association, any Member or Owner or any other Person being required (except as provided in this Section 13.3), to delete from the Subject Property and remove from the effect of this Declaration one or more portions of the Subject Property, provided, however, that: (a) a portion of the Subject Property may not be so deleted and removed unless at the time of such deletion and removal such portion is either owned by Declarant, or Declarant executes and Records an instrument approving such deletion and removal; (b) a portion of the Subject Property may not be so deleted and removed unless at the time of such deletion and removal no Dwelling Units or Common Area recreational facilities have been constructed thereon (unless the de-annexation is for the purposes of accomplishing minor adjustments to the boundaries

of one or more Lots, any Common Area or another portion of the Subject Property); and (c) a portion of the Subject Property may not be so deleted and removed if such deletion and removal would deprive Owners and Residents of other parts of the Subject Property of access or other easements or rights-of-way necessary to the continued use of their respective parts of the Subject Property (unless at the same time provision is made for reasonable adequate replacement easements or rights-of-way). Declarant may exercise its rights under this Section 13.3 in each case by executing and causing to be Recorded an instrument which identifies the portion of the Subject Property to be so deleted and removed and which is executed by each Owner of such portion (if other than Declarant), and the deletion and removal of such portion of the Subject Property shall be effective upon the later of: (i) the date such instrument is Recorded; or (ii) the effective date specified in such instrument, if any, whereupon, except as otherwise expressly provided in this Section 13.3, the portion of the Subject Property so deleted and removed shall thereafter for all purposes be deemed not a part of the Subject Property and not subject to this Declaration, and the Owner(s) thereof (or of interests therein) shall not be deemed to be Owners or Members with respect to the del[illegible] of the Subject Property except as members of the general public. No such deletion and removal of a portion of the Subject Property shall act to release such portion from the Assessment Lien for, or the personal obligation of the Owner for, Assessments, Costs, Default Interest or other charges hereunder which have accrued prior to the effective date of such deletion and removal, but all such Assessments, Costs, Default Interest or other charges shall be appropriately prorated to the effective date of such deletion and removal, and no Assessments, Costs, Default Interest or other charges shall thereafter accrue hereunder with respect to the portion of the Subject Property so deleted and removed. Each portion of the Subject Property deleted and removed pursuant to this Section 13.3 shall thereafter be deemed to be a part of the Additional Property unless otherwise expressly provided to the contrary in the instrument Recorded by Declarant to effect such deletion and removal.

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Section 13.4. Vistancia Declarant Approval Required. Notwithstanding any provision of this Article XIII to the contrary, no action shall be taken to annex or de-annex property or to Record a Supplemental Declaration pursuant to this Article without the prior written approval of the Vistancia Declarant, so long as the Vistancia Declarant owns or holds an option to purchase any portion of Vistancia, and thereafter without the prior written approval of Vistancia Maintenance Corporation, which may be given or withheld by the Vistancia Declarant (or Vistancia Maintenance Corporation, when applicable) for any reason in its sole and absolute discretion. Pursuant to the CSER, the prior written approval of the Access Entity shall also be required for any such action. The approval of the Vistancia Declarant or Vistancia Maintenance Corporation, as applicable, and of the Access Entity shall be evidenced on the Supplemental Declaration or other Recorded instrument effecting such annexation or de-annexation, and any such Supplemental Declaration or other instrument Recorded without the approval of the Vistancia Declarant or Vistancia Maintenance Corporation,

as applicable, and of the Access Entity evidenced thereon shall be void and of no force or effect.

ARTICLE XIV
TERM; AMENDMENTS; TERMINATION

Section 14.1. Term; Method of Termination. This Declaration shall be effective upon the date of Recording hereof and, as amended from time to time, shall continue in full force and effect for a term of thirty (30) years from the date this Declaration is Recorded. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by the then Members casting ninety (90%) of the total votes cast at an election held for such purpose in person or by proxy no earlier than six (6) months, and no later than three (3) months, prior to the expiration of the initial effective period hereof or of any ten (10) year extension. The Declaration may likewise be terminated at any time if ninety percent (90%) of the votes cast by each class of Membe[illegible]st, in person or by proxy, in favor of termination at an election held for such purpose. If the necessary votes and consents are obtained, the Board shall cause to be Recorded a Certificate of Termination, duly signed by the President or vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures acknowledged. Thereupon this Declaration and the covenants contained herein shall have no further force and effect, and the Association shall be dissolved pursuant to the terms set forth in its Articles. Upon such dissolution, each and every Owner shall automatically assume, in addition to any direct obligations it may have to Vistancia Maintenance Corporation pursuant to the Vistancia Declaration or this Declaration, its Proportionate Share of the obligations and liabilities of the Association to Vistancia Maintenance Corporation pursuant to the Vistancia Declaration, and shall remain so obligated and liable until the Vistancia Declaration has terminated in accordance with its terms. Such assumption of obligations and liabilities shall be effective without the necessity of any further writing or Recording, and each Owner's Proportionate Share of such obligations and liabilities, together with any direct obligations it may have to Vistancia Maintenance Corporation pursuant to the Vistancia Declaration or this Declaration, shall be the personal obligation of such Owner and payment thereof shall be secured by the Vistancia Lien against such Owner's Lot or Parcel.

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Section 14.2. Amendments.

(a) This Declaration may be amended only in accordance with the following provisions:

(i) During the Class B Membership, by the Declarant without the consent of the Board or any Member, subject only to approval of such amendment by the other necessary parties as required by Section 14.4 of this Article.

(ii) Except as provided in clause (i) above, in subparagraph (b) below and in Section 14.3 of this Article, and subject to approval of the subject amendment by the necessary parties as required by Section 14.4 of this Article, at an election duly called and held pursuant to the provisions of the Articles and Bylaws, the Members casting ninety percent (90%) of the authorized votes of each Class of Memberships at the election vote affirmatively, either in person or by proxy, for the adoption of the amendment; provided, however, after twenty (20) years from the date of the Recording of this Declaration, the affirmative vote of Members casting only seventy-five percent (75%) of the votes of each Class of Memberships at the election, either in person or by proxy, shall be necessary to amend this Declaration.

(b) Notwithstanding the provisions of subparagraph (a) above, a Tract Declaration may be amended in accordance with Article XII, Section 12.5, when applicable, or otherwise only in accordance with the following provisions:

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(i) At any time prior to the date on which any Class A Membership in the Association exists with respect to the Parcel covered by the subject Tract Declaration, only the approval of the Developer of the subject Parcel and of the necessary parties other than the Board as required by Section 14.4 of this Article shall be required for any amendment to a Tract Declaration; the consent of the Board or any Member shall not be required.

(ii) From and after the foregoing date, a Tract Declaration may be amended only as follows: (1) at an election duly called and held pursuant to the provisions of the Articles and Bylaws, seventy-five percent (75%) of the Class A Members who own a Lot or Parcel within the affected Tract vote affirmatively, either in person or by proxy, for the adoption of the amendment; (2) the subject amendment is approved by the necessary parties as required by Section 14.4 of this Article; and (3) the subject amendment is approved by the Developer designated in the subject Tract Declaration so long as the Developer owns any property subject to the Tract Declaration.

(c) Notwithstanding the foregoing, all amendments to Article VIII, Section 8.3 affecting lienholder priority must be approved by the holders of any and all first mortgages and deeds of trust affected thereby.

(d) Except as otherwise provided in Article XII, Section 12.5 with respect to an amendment pursuant to that Section, if the necessary votes and consents are obtained for any amendment to this Declaration or to a Tract Declaration,

the Board shall cause to be Recorded a Certificate of Amendment, duly signed and acknowledged as required for a Certificate of Termination in Section 14.1 of this Article XIV. The Certificate of Amendment shall set forth in full the amendment adopted, and, except as provided in Section 14.3 of this Article XIV, shall certify that the events required by this Section 14.2 and by Section 14.4 of this Article for such amendment have occurred.

Section 14.3. Right of Amendment if Requested by Governmental Agency or Federally Chartered Lending Institutions. Anything in this Article to the contrary notwithstanding, Declarant, so long as the Declarant owns any Lot or Parcel or other portion of the Subject Property or owns or holds an option to purchase any portion of the Additional Property, and thereafter, the Board, may amend all or any part of this Declaration to such an extent and with such language as may be requested by or may be necessary (i) to bring any provision into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Lots or Parcels; or (iii) to enable any institu[illegible]ernmental lender, purchaser, insurer or guarantor of mortgage loan, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots or Parcels; provided, that the Vistancia Obligations, the rights of and obligations to the Vistancia Declarant and Vistancia Maintenance Corporation, the Community Common Areas, and any other provision relating to the Vistancia Declaration are not affected thereby. Any such amendment shall be effected by the Recording, by Declarant, if made by the Declarant, or by the Board, if made by the Board, of a Certificate of Amendment, specifying the federal, state or local governmental agency or the federally chartered lending institution requesting the amendment (if any) and setting forth the amendatory language that was requested by such agency or institution or is otherwise necessary to comply with the requirements of such agency or institution. The Recording of such a Certificate of Amendment shall be deemed conclusive proof of the agency's or institution's request for such an amendment or of the necessity therefor to comply with the requirements of such agency or institution, and such Certificate of Amendment, when Recorded, shall be binding upon all of the Subject Property and all Persons having an interest therein.

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Section 14.4. Declarant and Other Required Approvals. Notwithstanding any provision to the contrary other than Section 14.3 of this Article: (i) any amendment of this Declaration and/or any Tract Declaration must be approved in writing by the Declarant to be effective so long as the Declarant owns any Lot or Parcel or any other portion of the Subject Property, or owns or holds an option to purchase any part of the Additional Property, and thereafter by the Board (except as specifically provided to the contrary with respect to Board approval in subparagraphs (a)(i) and (b)(i) of Section 14.2 of this Article); and (ii) so long as the Vistancia Declaration remains in

force and effect, any amendment to this Declaration and/or any Tract Declaration which in any way affects or purports to affect any provision relating to the rights of or obligations to Vistancia Maintenance Corporation, any provision relating to Community Common Areas, or any provision relating to the Vistancia Declarant and/or the Vistancia Declaration, must be approved in writing by the Vistancia Declarant so long as the Vistancia Declarant owns or holds an option to purchase any portion of Vistancia, and thereafter by Vistancia Maintenance Corporation, to be effective; and (iii) any amendment of this Declaration and/or any Tract Declaration which in any way affects or purports to affect any provision of the CSER or the rights of the Access Entity or Communication Service Providers arising therefrom must be approved in writing by the Access Entity to the extent required by the CSER. When required by this Section, the approval of the Declarant or the Board, as applicable, of the Vistancia Declarant or Vistancia Maintenance Corporation, as applicable, and of the Access Entity, as applicable, shall be evidenced on the Recorded instrument effecting such amendment, and any such instrument Recorded without the approval of the Declarant or the Board, as applicable, the Vistancia Declarant or Vistancia Maintenance Corporation, as applicable, and of the Access Entity, as applicable, evidenced thereon, to the extent such approval(s) are required by this Section, shall be void and of no force or effect. Additionally, The Federal Housing Administration ("FHA") or the Veterans Administration ("VA"), as applicable, shall have the right to veto amendments to this Declaration while there is a Class B Membership if this Declaration has been initially approved by the FHA or VA in connection with any loan programs made available by FHA or VA and any loans have been made within the Subject Property which are insured or guaranteed by FHA or VA.

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ARTICLE XV
GENERAL PROVISIONS

Section 15.1. Interpretation of the Declaration. The Association, by its Board, shall have the exclusive right to construe and interpret the provisions of this Declaration except that, with respect to provisions relating in any way to the Vistancia Declaration, the Vistancia Obligations or the Vistancia Remedies, Vistancia Maintenance Corporation shall have the exclusive right to construe and interpret such provisions of this Declaration. The Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all Persons and property benefited or bound by this Declaration and provisions hereof except that, with respect to provisions relating in any way to the Vistancia Declaration, the Vistancia Obligations or the Vistancia Remedies, the construction or interpretation thereof by Vistancia Maintenance Corporation shall be final, conclusive and binding as to all Persons and property benefited or bound by this Declaration. Notwithstanding the foregoing, the Association's construction or interpretation of the provisions of this Declaration relating in any way to the CSER shall not be binding on any Person other than the Members.

Section 15.2. Severability. Any determination by any court of competent jurisdiction that any portion of any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of the remainder of such provision, the validity or enforceability of such provision in any other circumstances, or the validity or enforceability of any of the other provisions hereof.

Section 15.3. Rule Against Perpetuities. If any interest purported to be created by this Declaration is challenged under the Rule Against Perpetuities or any related statute or rule of law, the interest shall be construed as becoming void and of no effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be (a) those which would be used in determining the validity of the challenged interest, plus (b) those of the issue of the Board who are living at the time the period of perpetuities starts to run on the challenged interest.

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Section 15.4. Change of Circumstances. Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration.

Section 15.5. Rules and Regulations. In addition to the right to adopt rules and regulations on the matters expressly mentioned elsewhere in this Declaration, the Association shall have the right to adopt rules and regulations with respect to all other aspects of the Association's rights, activities and duties, provided said rules and regulations are not inconsistent with the provisions of this Declaration, the Vistancia Declaration, the Vistancia Rules or the CSER.

Section 15.6. Declarant's Disclaimer of Representations. Anything to the contrary in this Declaration notwithstanding, and except as otherwise may be expressly set forth on a Recorded plat or other Recorded instrument, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of the Subject Property can or will be carried out, or that any of the Additional Property or other land now owned or hereafter acquired by it will be subjected to this Declaration, or that any such land (whether or not it has been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or that if such land is once used for a particular use, such use will continue in effect.

Section 15.7. References to the Covenants in Deeds. Deeds to and instruments affecting any Lot or Parcel or any part of the Subject Property may contain the covenants herein set forth by reference to this Declaration; but regardless of whether any such reference is made in any Deed or instrument, each and all of the covenants shall be binding upon the grantee-Owner or other Person claiming through any

instrument and his heirs, executors, administrators, trustees, personal representatives, successors and assigns.

Section 15.8. Successors and Assigns of Declarant. Any reference in this Declaration to Declarant shall include any successors or assignees of Declarant's rights and powers hereunder as set forth in a Recorded Instrument.

Section 15.9. Gender and Number. Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

Section 15.10. Captions and Titles. All captions, titles or headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used i... ...g the intent or context thereof.

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Section 15.11. Notices. If notice of any action or proposed action by the Board or any committee or of any meeting is required by applicable law, this Declaration or resolution of the Board to be given to any Member or any of its Permittees, then, unless otherwise specified herein or in the resolution of the Board, such notice requirement shall be deemed satisfied if notice of such action or meeting is published once in any newspaper in general circulation within the City of Peoria or the Subject Property. This Section shall not be construed to require that any notice be given if not otherwise required and shall not prohibit satisfaction of any notice requirement in any other manner.

Section 15.12. FHA/VA Approval. If this Declaration has been initially approved by the FHA or the VA in connection with any loan programs made available by FHA or VA and any loans have been made which are insured or guaranteed by FHA or VA, then as long as there is a Class B Membership, the following actions will require the prior approval of the FHA or the VA, as applicable, unless the need for such approval has been waived by FHA or VA: dedications of Common Areas and amendment of this Declaration.

Section 15.13. Conveyance or Encumbrance of Association Land. Except as otherwise expressly provided herein, the Association Land shall not be mortgaged, transferred, dedicated or encumbered without the prior written consent or affirmative vote of the Class B Membership and the affirmative vote or written consent of the Owners representing at least two-thirds (2/3) of the votes in Class A Membership.

Section 15.14. Attorney's Fees. In addition to any other remedies set forth in this Declaration regarding Costs, in the event the Association employs an attorney to

enforce any lien or other right granted to it under the terms of this Declaration or to collect any Assessments or other amounts due from an Owner or to enforce compliance with or recover damages for any violation of or noncompliance with the Vistancia Declaration, this Declaration, any applicable Tract Declaration, Articles, Bylaws, Vistancia Rules, Association Rules, or Design Guidelines, the offending Owner or other Person shall pay to the Association, upon demand, all attorney's fees and court costs incurred by the Association, whether or not suit is filed, which fees and costs shall be included within the meaning of the term "Costs" as used herein and shall be secured by the Assessment Lien.

Section 15.15. Remedies Cumulative. Each remedy afforded the Association herein is cumulative and not exclusive.

Section 15.16. Responsibility of Successors in Interest to Owner's Violations. Successors in title of an Owner to a Lot or Parcel are obligated to correct any violation of the Vistancia Declaration, this Declaration, any applicable Tract Declaration, the Vistancia Rules, the Association R[illegible] Design Guidelines by any preceding Owner of the Lot or Parcel.

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Section 15.17. Indemnification/Acknowledgement. The Owners acknowledge that: (1) the property subject to this Declaration contains Common Areas; (2) the Common Areas are intended solely for aesthetic purposes and limited recreational use; (3) the Common Areas possess certain inherent dangers from which the Owners must take precautions to protect themselves, their Permittees and others; (4) no safety personnel will patrol the Common Areas and the Owners assume the risk and the responsibility of protecting themselves, their Permittees or others; and (5) the Owners will indemnify, defend and hold harmless the Declarant, the Association, the Board and the Developers, and the respective officers, directors, members, employees, agents or affiliates thereof, and their respective successors and assigns from, for and against any and all loss, claims and causes of action (including without limitation claims and actions for damages for injury to persons or property), liabilities, injuries, damages, expenses and costs (including interest and attorneys' fees), incurred by or claimed against such indemnified parties arising in any way and under any laws from or in connection with the Common Areas.

ARTICLE XVI
VISTANCIA DECLARATION AND VISTANCIA MAINTENANCE CORPORATION

Section 16.1 Vistancia Definitions. The following words, phrases or terms used in this Declaration shall have the following meanings, provided that in the event of any conflict between the provisions of this Section 16.1 and the provisions of the Vistancia Declaration, the Vistancia Declaration shall control:

(a) "Vistancia Declaration" shall mean that certain Declaration of Covenants, Conditions and Restrictions for Vistancia dated July 9, 2003, Recorded July 9, 2003, in Instrument No. 2003-0898772, as amended or supplemented from time to time, respecting subjected and annexable land comprising approximately seven thousand one hundred (7,100) acres located in the City of Peoria, County of Maricopa, State of Arizona (collectively, "Vistancia"), of which the Subject Property is a part.

(b) "Vistancia Declarant" shall mean Shea Sunbelt Pleasant Point, LLC, a Delaware limited liability company, and the successors and assigns of its rights and powers under the Vistancia Declaration as set forth in a Recorded instrument.

(c) "Vistancia Maintenance Corporation" shall mean the Arizona non-profit corporation organized by the Vistancia Declarant to administer and enforce the Vistancia Declaration and to exercise the rights, powers and duties set forth in the Vistancia Declaration, its [illegible] and assigns.

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(d) "Vistancia Assessments", "Vistancia Annual Assessments" and "Vistancia Special Assessments":

(i) "Vistancia Assessments" shall mean, collectively, "Annual Assessment Allocations", "Special Assessment Allocations", "Default Interest", "Costs" and "other charges" (as those terms are defined and used in the Vistancia Declaration) and the Contingent Subsidy Obligation (if and when applicable) levied and assessed by Vistancia Maintenance Corporation each "Assessment Period" (as defined in the Vistancia Declaration) against the "HOA Members" (as defined in the Vistancia Declaration), together with the Vistancia Contribution and any other amounts payable by the HOA Members to Vistancia Maintenance Corporation pursuant to Article VI or any other provision of the Vistancia Declaration.

(ii) "Vistancia Annual Assessment" shall mean the charge levied and assessed by Vistancia Maintenance Corporation each Vistancia Assessment Period against the HOA Members of Vistancia Maintenance Corporation and against the Non-Residential Owners (as defined in the Vistancia Declaration) pursuant to Section 6.1 of the Vistancia Declaration. "Annual Assessment Allocation" shall mean each HOA Member's allocation of the Vistancia Annual Assessment pursuant to Section 6.2(a) of the Vistancia Declaration.

(iii) "Vistancia Special Assessment" shall mean any assessment levied and assessed by Vistancia Maintenance Corporation against the HOA

Members of Vistancia Maintenance Corporation and against the Non-Residential Owners pursuant to Section 6.4 of the Vistancia Declaration. "Special Assessment Allocation" shall mean each HOA Member's allocation of any Vistancia Special Assessment pursuant to Section 6.4 of the Vistancia Declaration.

(e) "Vistancia Lien" shall mean the "Assessment Lien" as defined in the Vistancia Declaration, which is a charge upon each Member's Lot or Parcel and all Subject Property and Additional Property owned by Declarant.

(f) "Vistancia Rules" shall mean the rules and regulations promulgated by Vistancia Maintenance Corporation pursuant to the Vistancia Declaration pertaining to the management, operation and use of the Community Common Areas.

(g) "Vistancia Obligations" is defined in Article VIII, Section 8.1, of this Declaration.

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Section 16.2. Vistancia Right to Collect from Owners. This Declaration and each and every provision hereof are subject and subordinate in all respects to the Vistancia Declaration, irrespective of whether specific reference thereto is made in any provision of this Declaration. In the event of any conflict between the terms and provisions of this Declaration and the terms and provisions of the Vistancia Declaration, the terms and provisions of the Vistancia Declaration shall control. The Vistancia Declaration contains provisions which affect the rights of Owners of Lots and Parcels within the Subject Property and of the Declarant and the Association, and the Association constitutes a "Village Association" for purposes of the Vistancia Declaration. Without limiting the generality of the foregoing, Section 6.8 of the Vistancia Declaration is set forth below for ease of reference to give Owners further notice of the Vistancia Lien (initially capitalized terms in the following provision shall have the meanings ascribed to them in the Vistancia Declaration):

"*Section 6.8 Right to Collect from Village Association Members. In the event of non-payment of any Annual Assessment Allocation or Special Assessment Allocation (including without limitation any Vistancia Subsidy obligation which may have been included therein pursuant to Section 6.2(b) above) by an HOA Member which remains delinquent thirty (30) days after the due date therefor, Vistancia Maintenance Corporation shall have the right to bill the members of the Village Association (i.e., each Owner of a Lot or Parcel within the subject Village) for their proportionate share of the subject Annual Assessment Allocation or Special Assessment Allocation, determined on the same basis as their membership rights and responsibilities under the organizational documents of the Village Association ("Proportionate Share") (in the event such organizational documents provide for reduced assessment*

obligations for any Person for any period of time, or for exemption of the declarant thereunder from assessment for any portion of the Subject Property it owns, such Person and declarant shall nevertheless be treated as having full assessment obligations thereunder for purposes of determining its Proportionate Share as provided herein). Each Person who is a member of the Village Association shall be liable for its Proportionate Share of the Annual Assessment Allocations and Special Assessment Allocations of such Village Association as well as such member's Proportionate Share of all Default Interest, Costs and other charges owed by such Village Association and/or which may be incurred by Vistancia Maintenance Corporation in collecting such amounts from the Village Association and/or such member thereof, and payment of such amounts shall be a charge on the Lot or Parcel of each member of the Village Association and shall be a continuing servitude and lien upon the Lot or Parcel of each member of the Village Association (such lien may be referred to herein as, and is included as part of, the Assessment Lien). The Village Common Areas and Community Common Areas owned by a Village Association shall not be sut,[illegible] such lien. The Board may Record a Notice of Delinquent Assessment against any member of a Village Association who fails to pay its Proportionate Share of any amount owed by such Person's Village Association within thirty (30) days after receipt of written notice that such obligation is due, and may establish a fixed fee to reimburse Vistancia Maintenance Corporation for Vistancia Maintenance Corporation's cost in Recording such Notice, processing the delinquency and Recording a notice of payment, which fixed fee shall be treated as a Cost of Vistancia Maintenance Corporation secured by the Assessment Lien."

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In the event that notice and cure periods relating to the same matter are set forth in both the Vistancia Declaration and this Declaration, such periods shall run concurrently and notice need be given pursuant to the Vistancia Declaration or this Declaration, but not both.

Section 16.3. No Exemptions from Vistancia Obligations. Declarant hereby acknowledges that, although Lots and Parcels owned by Declarant are excluded from Assessment under this Declaration so long as there is a Class B Membership, they are not exempt insofar as determination of obligations and liabilities under the Vistancia Declaration is concerned, and are subject to the Vistancia Lien. Furthermore, although the Owners of some Lots and Parcels are benefited by the Reduced Assessments provided for in this Declaration, such Owners and such Lots and Parcels are not entitled to any reduced rate of assessment insofar as determination of obligations and liabilities under the Vistancia Declaration is concerned, and such Lots and Parcels are subject to the Vistancia Lien.

Section 16.4. Easements Reserved by Vistancia Declarant. The Subject Property and Additional Property are subject to easements reserved and granted by

the Vistancia Declarant in the Vistancia Declaration and in the CSER, and any easements and rights granted herein are subject and subordinate thereto.

Section 16.5. Use of Community Common Areas. The Vistancia Declaration permits changes in the use of and conveyances of Community Common Areas upon the terms and conditions set forth therein. Community Common Areas may be owned by Vistancia Maintenance Corporation or the Vistancia Declarant, or may be owned by the Association pursuant to deeds Recorded by Vistancia Maintenance Corporation and/or the Vistancia Declarant as provided in the Vistancia Declaration, without the consent of the Association or the Members being required. Any Community Common Area conveyed to the Association shall maintain its status as Community Common Area, and shall be a Vistancia Maintenance Corporation Area of Responsibility to be maintained and operated by Vistancia Maintenance Corporation. Members and the members of all other Village Associations are granted a non-exclusive right and easement of enjoyment in and to the Community Common Areas which shall be appurtenant to and pass with the title to every Lot and Parcel, subject to and regulated by the provisions of the V[illegible]ration and of the Vistancia Rules.

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Section 16.6. Vistancia Subsidy. Declarant is subject to, and hereby covenants and agrees to pay, the Vistancia Subsidy (as defined in the Vistancia Declaration) obligations of Declarant arising under the Vistancia Declaration, payment of which is the personal obligation of Declarant and secured by the Vistancia Lien against all Assessable Property (as defined in the Vistancia Declaration) of Declarant; provided, that after Declarant is no longer a Member, such Vistancia Subsidy obligations shall automatically become the personal obligation of the Association (the "Contingent Subsidy Obligation") and shall be included in the amount of the Vistancia Assessments as set forth in the Vistancia Declaration. For so long as Declarant is liable for payment of the Vistancia Subsidy obligations, each Developer of any portion of the Subject Property shall be required to timely pay to Vistancia Maintenance Corporation, to reduce the amount payable directly by Declarant under the Vistancia Declaration, a portion of the Vistancia Subsidy obligation from time to time owed by Declarant, in an amount equal to such Developer's Pro Rata Share (determined as provided in Article VII, Section 7.3(h) above) multiplied by the amount of the Declarant's Vistancia Subsidy obligation. A Developer's Pro Rata Share of Declarant's Vistancia Subsidy obligation shall be paid in addition to any Assessments, other charges and other obligations provided for herein (including without limitation the obligations set forth in Article VII, Section 7.3(h) of this Declaration). Declarant shall deliver to each Developer written notice of the amount of such Developer's Pro Rata Share, and the due date for payment thereof to Vistancia Maintenance Corporation, promptly following Declarant's receipt from Vistancia Maintenance Corporation of such information. Each Developer's obligation to pay its Pro Rata Share of Declarant's Vistancia Subsidy obligations shall be in addition to any Assessments, Pro Rata Share of the Declarant Subsidy, and any other amounts payable by such Developer under this Declaration. Each Developer's obligation to pay its Pro Rata Share of Declarant's

Vistancia Subsidy obligations shall be a personal obligation enforceable by Declarant and shall be secured by a lien in favor of Declarant (subject and subordinate to the Vistancia Lien and the Assessment Lien) upon all property owned by such Developer within the Subject Property, enforceable by Declarant in the same manner as provided herein with respect to enforcement of the Assessment Lien by the Association. Each Developer's obligation to pay its Pro Rata Share of Declarant's Vistancia Subsidy obligations shall terminate with respect to future allocations of the Vistancia Subsidy obligation when the Declarant's liability for the Vistancia Subsidy obligations terminates as a result of Declarant no longer being a Member, but Developer shall not thereby be released from liability for, and the Declarant's lien shall continue to secure, any payments of Developer's Pro Rata Share of Declarant's Vistancia Subsidy obligations of which Developer had received written notice prior to such termination date. Notwithstanding the obligation of Developers to pay their respective Pro Rata Shares of Declarant's Vistancia Subsidy obligations as set forth herein, Declarant shall not be released from its responsibility for payment to Vistancia Maintenance Corporation of the Vistancia Subsidy obligation, and Declarant shall remain personally liable and subject to levy of the Assessment Lien as provided in the Vistancia Declaration in the event any such Developer fails to timely pay its Pro Rata Share of Declarant's Vistancia Subsidy obligation to Vistancia Maintenance Corporation.

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Section 16.7. Subsidy Obligations Separate and Distinct. The obligations of Declarant (and Developers, on behalf of Declarant) to subsidize the Association under Article VII, Section 7.3(h) above, and the obligations of Declarant (and Developers, on behalf of Declarant) to subsidize Vistancia Maintenance Corporation under Article XVI, Section 16.6 above and the Vistancia Declaration, are separate and distinct obligations, and the termination of liability with respect to one of such subsidy obligations shall not, in and of itself, terminate liability with respect to the other subsidy obligation.

Section 16.8. Additional Obligations Set Forth in Vistancia Declaration. This Article XVI is not, and is not intended to be, a complete reiteration of all obligations of the Association, Declarant and/or the Members arising under the Vistancia Declaration, and all Persons are referred to Article VII, Section 7.1(b) hereof and to the Vistancia Declaration for more detailed and additional information regarding the Vistancia Assessments, the other Vistancia Obligations, the Vistancia Lien, the Vistancia Remedies and other provisions affecting the rights and obligations of Declarant, the Association and all Owners of any portion of the Subject Property and of the Additional Property. In the event of any conflict between the terms and provisions of this Article XVI or any other provision of this Declaration and the terms and provisions of the Vistancia Declaration, the terms and provisions of the Vistancia Declaration shall control. Notwithstanding any provision of this Declaration to the contrary, the rights and powers of Declarant set forth herein are subject and subordinate in all respects to the Vistancia Declaration.

ARTICLE XVII
COMMON SERVICES EASEMENTS AND RESTRICTIONS

Section 17.1. CSER. This Declaration and each and every provision hereof are subject and subordinate in all respects to that certain Common Services Easements and Restrictions dated June 10, 2003, and Recorded on June 27, 2003, in Instrument No. 2003-0837106 (which, together with any amendments thereto and any replacements thereof, is referred to in this Declaration as the "CSER"), and further subject and subordinate in all respects to any rights of the Access Entity and of the Communication Service Providers arising therefrom, irrespective of whether specific reference to the CSER is made in any provision of this Declaration. In the event of any conflict between the terms and provisions of this Declaration and the terms and provisions of the CSER, the terms and provisions of the CSER shall control. Except as specifically set forth in Section 17.2 of this Article XVII, the Access Entity, the Communication Service Providers and the Facilities are not subject to or bound by any of the covenants, conditions, restrictions or other provisions of this Declaration, including without limitation Article 1., [illegible] ..2 hereof. The rights and easements granted in the CSER run with the land and are binding upon Declarant, Developers, Owners of Lots and Parcels within the Subject Property, the Association and any and all other Persons acquiring any right, title or interest in or to any portion of the Subject Property or the Additional Property. All Persons are referred to Article XV of the Vistancia Declaration and to the CSER for information regarding such rights and easements.

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Section 17.2. Architectural Control Over Facilities. Pursuant to Section 2.13 of the CSER, the Association has certain rights, and by this Declaration is given the power and authority, to exercise architectural control over only the exterior appearance of Facilities constructed, laid, installed, owned, operated, leased, licensed, franchised, alienated, assigned, modified, altered, supplemented, inspected, maintained, repaired, reconstructed, replaced, removed, relocated, expanded or otherwise serviced by the Access Entity or any Communication Service Provider (collectively, "Constructed" or "Construction"), which are Visible From Neighboring Property and which are located within the Subject Property, as follows:

(a) No Facility which would be Visible From Neighboring Property shall be Constructed on any portion of the Subject Property (including, without limitation, within any portion of the Service Easement Area) without the prior written approval of the Design Review Committee with respect to the exterior appearance of such Facility, and no Construction which in any way alters the exterior appearance of any Facility (including, without limitation, the exterior color scheme) from its appearance on the date this Declaration is Recorded or as previously approved by the Design Review Committee, shall be made or done without the prior written approval of the Design Review Committee, to the extent the result of the Construction is Visible From Neighboring Property.

(b) In connection with the approvals of the Design Review Committee set forth above, the submission, review, and other provisions of Article IV, Section 4.2(a) of this Declaration shall apply except as otherwise in provided in such Section.

(c) The Design Review Committee shall not unreasonably withhold or delay its approval of any application submitted by the Access Entity or a Communication Service Provider pursuant to this Section and the CSER, and in the exercise of its approval rights shall not frustrate or unreasonably interfere with the intent of the CSER to allow the Access Entity or Communication Service Providers to construct Facilities and provide Communication Services within Vistancia. In no event shall the Design Review Committee have the right to prohibit any Facilities necessary for the provision within Vistancia of Communication Services by the Access Entity or the Communication Service Providers.

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ARTICLE XVII
ORIGINAL DECLARATION SUPERCEDED

The Original Declaration and all exhibits attached thereto are replaced and superceded in their entirety by this Declaration and the exhibits attached hereto. Effective upon Recordation of this Declaration, the Original Declaration and all exhibits thereto shall be of no further force or effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed as of the date first set forth above.

SHEA SUNBELT PLEASANT POINT, LLC, a Delaware limited liability company

By: Shea Homes Southwest, Inc., an Arizona corporation, its Member

By: _____
Its: VICE PRESIDENT

By: Sunbelt Pleasant Point Investors, L.L.C., an Arizona limited liability company, its Member

By: Su[illegible], an Arizona limited liability limited partnership, its Manager

By: Sunbelt Holdings Management, Inc., an Arizona corporation, its General Partner

By: _____
Curtis E. Smith, its Chief Operating Officer

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STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 29th day of July, 2003, by Richard C. Andreen, the Vice President of Shea Homes Southwest, Inc., an Arizona corporation, in its capacity as a Member of SHEA SUNBELT PLEASANT POINT, LLC, a Delaware limited liability company, on behalf thereof.

Julie M. King
Notary Public

My Commission Expires:

3/14/2005

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OFFICIAL SEAL
JULIE M. KING
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires March 14, 2005

STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 29th day of July, 2003, by Curtis E. Smith in his capacity as the Chief Operating Officer of Sunbelt Holdings Management, Inc., an Arizona corporation, as General Partner of Sunbelt PP, LLLP, an Arizona limited liability limited partnership, the Manager of Sunbelt Pleasant Point Investors, L.L.C., an Arizona limited liability company, a Member of SHEA SUNBELT PLEASANT POINT, LLC, a Delaware limited liability company, on behalf thereof.

Julie M. King
Notary Public

My Commission Expires:

3/14/2005

OFFICIAL SEAL
JULIE M. KING
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires March 14, 2005

VISTANCIA DECLARANT CONSENT

SHEA SUNBELT PLEASANT POINT, LLC, a Declaware limited liability company (the "Vistancia Declarant") hereby approves of the form and content of the foregoing Amended and Restated Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Vistancia Village A ("Declaration"), and declares that: (i) the foregoing Declaration, the Association established pursuant thereto, and the Members of such Association, shall be subject and subordinate in all respects to the provisions of the Vistancia Declaration and the provisions of the articles of incorporation and bylaws of of Vistancia Maintenance Corporation; (ii) the Subject Property and the Additional Property are and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred, in whole or in part, subject to the Vistancia Declaration, and further subject to any applicable Tract Declaration(s) and Supplemental Declaration(s) Recorded prior to the Recordation of the foregoing Declaration; and (iii) in the event of the assignment of the rights and powers of the original Declarant named in the fo Unofficial Document laration as set forth in a Recorded instrument, such assignee shall be deemed to be an "authorized" Developer for purposes of Section 10.6(e) of the Vistancia Declaration.

SHEA SUNBELT PLEASANT POINT, LLC, a Delaware limited liability company

By: Shea Homes Southwest, Inc., an Arizona corporation, its Member

By: _____
Its: Vice President

By: Sunbelt Pleasant Point Investors, L.L.C., an Arizona limited liability company, its Member

By: Sunbelt PP, LLLP, an Arizona limited liability limited partnership, its Manager

By: Sunbelt Holdings Management, Inc., an Arizona corporation, its General Partner

By: _____
Curtis E. Smith, its Chief Operating Officer

STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 29th day of July, 2003, by Richard C. Andreen, the Vice President of Shea Homes Southwest, Inc., an Arizona corporation, in its capacity as a Member of SHEA SUNBELT PLEASANT POINT, LLC, a Delaware limited liability company, on behalf thereof.

Julie M. King
Notary Public

My Commission Expires:

3/14/2005

Unofficial Document

OFFICIAL SEAL
JULIE M. KING
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires March 14, 2005

STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 29th day of July, 2003, by Curtis E. Smith in his capacity as the Chief Operating Officer of Sunbelt Holdings Management, Inc., an Arizona corporation, as General Partner of Sunbelt PP, LLLP, an Arizona limited liability limited partnership, the Manager of Sunbelt Pleasant Point Investors, L.L.C., an Arizona limited liability company, a Member of SHEA SUNBELT PLEASANT POINT, LLC, a Delaware limited liability company, on behalf thereof.

Julie M. King
Notary Public

My Commission Expires:

3/14/2005

OFFICIAL SEAL
JULIE M. KING
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires March 14, 2005

LENDER CONSENT

The undersigned is the holder of all right, title and interest of the Beneficiary under that certain Construction Deed of Trust, Security Agreement and Fixture Filing with Assignment of Leases, Rents, Proceeds and Agreements (the "Deed of Trust") recorded on December 23, 2002, in Instrument No. 2002-1387293, Official Records of Maricopa County, Arizona. The undersigned hereby consents to the foregoing Amended and Restated Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Vistancia Village A ("Declaration"), and agrees that the Declaration shall continue in full force and effect, even in the event of foreclosure or trustee's sale pursuant to such Deed of Trust or any other acquisition of title by the undersigned, its successors, or assigns, of all or any portion of the real property covered by such Deed of Trust.

Residential Funding Corporation, a Delaware corporation

Unofficial Document

By: _____

Its: DIRECTOR

STATE OF CALIFORNIA)
) ss.
County of LOS ANGELES)

On this 30TH day of JULY, 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ROBERT J. PLAVCHAK, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument, acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the within instrument.

WITNESS my hand and official seal.

Sonia E. Garcia

Notary Public

My Commission Expires: MAY 9, 2007

SONIA E. GARCIA
Commission # 1410606
Notary Public - California
Los Angeles County
My Comm. Expires May 9, 2007

ACCESS ENTITY CONSENT

The undersigned is the grantee ("Access Entity") named in that certain Common Services Easements and Restrictions (the "CSER") dated June 10, 2003, and recorded on June 27, 2003, in Instrument No. 2003-0837106, Official Records of Maricopa County, Arizona. The undersigned hereby approves of the form and content of the foregoing Amended and Restated Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Vistancia Village A ("Declaration"), and declares that the foregoing Declaration shall be subject and subordinate in all respects to the CSER and to the rights of the Access Entity and the Communication Service Providers (as defined in Article XV of the Vistancia Declaration) arising therefrom.

VISTANCIA COMMUNICATIONS, L.L.C., an Arizona limited liability company

By: Shea Sunbelt Pleasant Point, LLC, a Delaware limited liability company, its Manager

Unofficial Document

By: Shea Homes Southwest, Inc., an Arizona corporation, its Member

By: _____
Its: VICE PRESIDENT

By: Sunbelt Pleasant Point Investors, L.L.C., an Arizona limited liability company, its Member

By: Sunbelt PP, LLLP, an Arizona limited liability limited partnership, its Manager

By: Sunbelt Holdings Management, Inc., an Arizona corporation, its General Partner

By: _____
Curtis E. Smith, its Chief Operating Officer

STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 29th day of July, 2003, by Curtis E. Smith, the Chief Operating Officer of Sunbelt Holdings Management, Inc., an Arizona corporation, the General Partner in Sunbelt PP, LLLP, an Arizona limited liability limited partnership, the Manager of Sunbelt Pleasant Point Investors, L.L.C., an Arizona limited liability company, a Member in Shea Sunbelt Pleasant Point, LLC, a Delaware limited liability company, the Manager of Vistancia Communications, L.L.C., an Arizona limited liability company, on behalf thereof.

Julie M. King Notary Public

Unofficial Document

My Commission Expires: 3/14/2005

OFFICIAL SEAL
JULIE M. KING
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires March 14, 2005

STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 29th day of July, 2003, by Richard C. Andreen, the Vice President of Shea Homes Southwest, Inc., an Arizona corporation, a Member in Shea Sunbelt Pleasant Point, LLC, a Delaware limited liability company, the Manager of Vistancia Communications, L.L.C., an Arizona limited liability company, on behalf thereof.

Julie M. King
Notary Public

My Commission Expires: 3/14/2005

OFFICIAL SEAL
JULIE M. KING
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires March 14, 2005

NON-EXCLUSIVE LICENSE AGREEMENT-PAA

DECEMBER 31, 2003

First American Title

COURTESY RECORDING

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20040212876 03/02/2004 13:54
ELECTRONIC RECORDING

WHEN RECORDED RETURN TO:

301-13-2-1--
leonardil

Vistancia Communications, L.L.C.
6720 N. Scottsdale Road
Suite 160
Scottsdale, AZ 85253-4424
Attention: Curtis E. Smith

1/2

NON-EXCLUSIVE LICENSE AGREEMENT

"Effective Date": December 31, 2003

"Licensor":	Corporate/Company Name:	Vistancia Communications, L.L.C., an Arizona limited liability company
	State of Organization:	Arizona
	Address:	6720 North Scottsdale Road Suite 160 Scottsdale, Arizona 85253-4424

THIS NON-EXCLUSIVE LICENSE AGREEMENT (this "License") is made and entered into on the Effective Date by and between Licensor and Coxcom, Inc, a Delaware corporation d/b/a Cox Communications Phoenix, 20401 North 29th Avenue, Phoenix, Arizona 85719 (the "Licensee"). Capitalized terms not otherwise defined in this License shall have the meanings ascribed to them in the Appendix A attached to that certain Common Services Easements and Restrictions recorded on June 27, 2003, in Instrument No. 2003-0837106, official records of Maricopa County, Arizona (such Common Services Easements and Restrictions, as amended from time to time, being hereinafter referred to as the "CSER"), which Appendix A is hereby incorporated herein by reference. The terms or phrases "Effective Date", and "Licensor" shall have the meanings ascribed to them above.

ARTICLE I - RECITALS

Section 1.01 WHEREAS, Licensor is the "Grantee" under the CSER, and has not encumbered, alienated or otherwise transferred or diminished its rights thereunder, except as set forth on Schedule 1.01 attached hereto.

Section 1.02 WHEREAS, in consideration of the License Fee (as hereinafter defined) payable by Licensee to Licensor, Licensor desires to grant Licensee, its grantees, successors and permitted assigns an irrevocable license for the perpetual use of the Service Easement and Reserved Rights conveyed to Licensor in the CSER, subject to the terms and limitations of this License and further subject to the terms and limitations of that certain Amended and Restated Property Access Agreement dated as of September 25, 2003, executed by Licensor, Vistancia, LLC, a Delaware limited liability company ("Master Developer"), and Licensee (the "PAA").

Section 1.03 WHEREAS, Licensor, Master Developer, and the City of Peoria, Arizona, an Arizona chartered municipal corporation (the "City") have entered into that certain Multi-Use Easements and Indemnity recorded on July 23,

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2003, in Instrument No. 2003-0975499, official records of Maricopa County, Arizona (the "MUEI"), which requires that Master Developer and Licensor impose certain obligations on, and secure certain agreements of, Licensee as hereinafter provided.

Section 1.04 WHEREAS, in accordance with the CSER and PAA, Licensor desires to authorize Licensee to install, own and maintain certain Facilities within the Service Easement Area.

Section 1.05 WHEREAS, Licensee wishes to accept from Licensor the license as set forth below, subject to the terms and limitations of this License (including, but not limited to, Licensee's obligation to pay the License Fee as hereinafter provided); and, in addition, Licensee wishes to undertake certain obligations that are for the benefit of and are enforceable by the City, as set forth in Article V below.

Section 1.06 WHEREAS, this License is a private right of contract and a grant of an irrevocable private license between Licensor and Licensee, and is not a grant of a public easement.

THIS INDENTURE WITNESSETH, that in consideration of ten dollars ($10.00), the mutual covenants contained in this License, and other good and valuable consideration, the receipt and sufficiency of which are by this License acknowledged, the Parties to this License agree as follows:

ARTICLE II - LICENSE

Section 2.01 **Premises and Use**. Licensor hereby declares, creates, transfers, assigns, grants and conveys unto Licensee, its grantees, successors and permitted assigns, the perpetual and non-exclusive right, privilege and license, subject to the terms of the PAA (a) upon, under and across the Service Easement Area, to construct, lay, install, own, operate, lease, license, franchise, alienate, assign, modify, alter, supplement, inspect, maintain, repair, reconstruct, replace, remove, relocate, expand, or otherwise service any and all necessary or desirable Facilities of any type used to provide or make available Video Television Services (as hereinafter defined), Internet Access Services (as hereinafter defined), and Telephone Service (as hereinafter defined) to Buildings (as hereinafter defined) in the Development, (b) upon, under and across the Service Easement Area, to excavate and perform any necessary or desirable work upon and under the surface of the Service Easement Area as and when required to make available such Video Television Services, Internet Access Services, and Telephone Services or service the Facilities therefor, (c) upon, under and across the Service Easement Area, to create and provide ingress and egress to and from the Service Easement Area in connection with the exercise of any rights granted hereunder, and (d) to use the Licensor's Reserved Rights in connection with the rights granted hereunder; provided, however, such License shall be subject to and limited by the limitations and restrictions set forth in the CSER and by the limitations and restrictions set forth in the PAA. Licensee expressly acknowledges and represents that, to the extent this License is inconsistent with, contrary to, or otherwise limited or circumscribed by the CSER and/or the PAA, then the terms and conditions of the CSER (or the PAA, as applicable) shall control and be binding upon Licensee, its grantees, successors and assigns, without recourse against Licensor. As used herein, the term "Internet Access Services" shall mean the high speed Internet access service Licensee provides, currently marketed as 'Cox High Speed Internet'. As used herein, the term "Video Television Services" shall mean the transmission to users of video programming or other programming services provided through any hardware, equipment or other facilities related to such services, together with such user interaction, if any, which is required for the selection or use of the video programming or other programming services. As used herein, the term "Telephone Service" shall mean local and long distance telephone service provided by Licensee through one or more affiliates or third parties. As used herein, the term "Building" shall mean a building or other structure within the Development that is used for commercial (including, but not limited to, office and retail), office, employment center, and/or industrial purposes in accordance with applicable zoning and recorded deed restrictions. The term "Building" does not include any apartment building, multifamily residential building, or other building or structure occupied as a residence. If a building or other structure within the Development is used for both a commercial, office, employment center, and/or industrial purpose that would qualify it as a "Building" pursuant to the foregoing definition, and for another purpose that would not qualify it as a "Building" pursuant to the foregoing definition, then such building or other structure shall be deemed a "Building" hereunder only with respect to that portion thereof that is used for such commercial, office, employment center, and/or industrial purpose(s).

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Section 2.02 **Term**. This License shall be irrevocable and shall continue perpetually (the "Term"), subject to the following: From and after the expiration or earlier termination of the PAA, this License shall remain in effect with respect to only those Service Easement Areas contained on Plats that have been recorded as of the date of such expiration or termination, and this License shall terminate with respect to all portions of the Development that have not been subjected to or included within a recorded Plat as of the date of such expiration or termination (which termination shall be effective, even if any such portion of the Development is thereafter subjected to or included within a recorded Plat).

Section 2.03 **Assignment and Sublicensing**. The rights and obligations granted to the Licensee hereunder may be assigned, sold, transferred, sublicensed, encumbered or disposed of in any way, manner or extent (collectively "Transfers") at any time to any Person as authorized under Section 13(c) of the PAA. Any Transfer to a Person that is not authorized under Section 13(c) of the PAA shall be subject to the prior consent of the Licensor, which consent shall not be unreasonably withheld if it occurs prior to the expiration or termination of the PAA and which consent may be withheld in the sole and absolute discretion of Licensor if it occurs following the expiration or termination of the PAA. Any attempted or purported assignment, sale, transfer, sublicense, encumbrance or disposal in violation of this Section 2.03 shall be a breach of this License and the PAA and shall also be null and void and of no force or effect.

Section 2.04 **Use of Easement**. This License shall be for the private, personal, exclusive and perpetual use and benefit of Licensee and its grantees, licensees, lessees, franchisees, successors and permitted assigns who have been identified by and contracted with the Licensee to own, install, repair, relocate, expand, or otherwise service the Facilities in the Service Easement Area.

Section 2.05 **Title and Authority**. Licensor represents, with the knowledge that Licensee shall rely upon such representation, that: (a) Licensor is the "Grantee" under the CSER, (b) Licensor has not transferred, encumbered or otherwise diminished its rights under the CSER, except as set forth on Schedule 1.01, and (c) the individual executing this License on behalf of the Licensor has the authority to so execute the License.

Section 2.06 **Chain of Title**. This License is conveyed to the Licensee, its grantees, successors and permitted assigns, to have and to hold, so long as the rights, privileges and interests (licenses and easements) herein granted shall be used for the express purposes and upon the terms and conditions specified herein, but shall be subject to all liens, encumbrances, restrictions and prior easements of record including, without limitation, the CSER. Licensor and Licensee hereby covenant and agree that the License granted hereby, together with all the covenants contained herein, shall "run with the land," shall be reflected on and run with the title and any interests in the Development and the Combined Easement Area and shall be binding upon all grantees, successors and permitted assigns of each of the respective Parties hereto.

ARTICLE III - LICENSE FEE AND SERVICE STANDARDS

Section 3.01 **License Fee**. In consideration of the license granted hereunder, Licensee agrees to pay to Licensor a fee (the "License Fee") calculated in accordance with Schedule 3.01 attached hereto, which License Fee shall be payable in accordance with the terms of said Schedule 3.01.

Section 3.02 **Service Standards**. All Video Television Services, Internet Access Services, and Telephone Services provided by Licensee to Buildings within the Development shall be of the quality required under the PAA.

ARTICLE IV - INDEMNIFICATION AND RIGHT TO DEFEND

Section 4.01 **Indemnification**. Licensee agrees to indemnify, defend and hold harmless the Licensor and its successors and assigns, including, without limitation, the Grantor under the CSER, the Owners, the Association, and their successors in interest (collectively, the "Indemnitees") from and against any and all losses, claims, damages and liabilities, joint or several (including reasonable investigation fees, attorneys' fees, accountant's fees, expert witness fees and other related expenses) incurred in connection with any third party action, suit or proceeding or any third party claim asserted, to which the Indemnitees may become subject as a result of any failure by Licensee to satisfy its obligations under this License, the PAA, and/or any applicable law, regulation or governmental requirement; provided, however, that

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Licensee shall not be required to indemnify, defend or hold harmless any Indemnitee from that Indemnitee's own negligence, or any act or omission which is wrongful on any Indemnitee's part.

Section 4.02 **Right to Defend**. Licensee has the right of notice and to defend any controversy or claim arising out of or relating to this License or the CSER, any alleged breach, any question as to the validity of its terms or conditions or legal effect, the construction of their terms or conditions or legal effect, and the interpretation of the rights and duties of the Parties under this License or the CSER; provided, however, that Licensee's right to defend with respect to the CSER shall be non-exclusive and shall be held in common with Licensor and any other Person to whom Licensor grants such rights and/or may hold such rights pursuant to contract or applicable law. The Licensor and its grantees, successors and assigns, shall notify Licensee of any claim, suit, administrative proceeding (including regulatory proceeding), or any other action or threatened action which may, either presently or at a future date, give rise to Licensee's duty to indemnify or Licensee's right to defend, which notice shall be in writing and provided to Licensee within seven (7) business days from the date that Licensor or the Licensor's successors in interest, becomes aware of such claim, suit or proceeding, or potential claim, suit or proceeding.

ARTICLE V - AGREEMENTS BENEFITING THE CITY

Section 5.01 **Payment of Franchise Fees**. Licensee shall pay to the City the franchise fees that would be payable by Licensee pursuant to the terms of the existing or future franchise agreement (if any) between the City and Licensee, as if the City (as opposed to Licensor and/or Master Developer) were the grantor of the license and rights granted under the CMA and/or this License to provide Cable Television Services, Internet Access Services, Telephone Services (local) and Telephone Services (long distance) and/or to install Facilities within the Service Easement Area. The City shall be an intended third party beneficiary entitled to enforce the provisions of this Section 5.01 (including, but not limited to, the obligations of Licensee hereunder).

Section 5.02 **Acknowledgment of City Rights and Waiver of Claims**. Licensee hereby acknowledges the existence of the City's right, as set forth in Section 4.03 of the MUEI, to convert the MUEs (as such term is defined in the MUEI) to public utility easements. Licensee hereby waives all losses, claims, damages, liabilities or actions against the City in connection with or arising from any exercise by the City of its rights under Section 4.03 of the MUEI. The City shall be an intended third party beneficiary entitled to enforce the provisions of this Section 5.02 (including, but not limited to, the obligations of Licensee hereunder).

Section 5.03 **Agreement to be Bound by Peoria City Code**. Licensee hereby agrees and warrants that any construction, maintenance, or other actions by the Licensee in the MUEs will be done and repaired as if the MUEs were held in fee by the City with no reserved rights held by the Access Entity or the Master Developer. The City shall be an intended third party beneficiary entitled to enforce the provisions of this Section 5.03 (including, but not limited to, the obligations of Licensee hereunder).

ARTICLE VI - NOTICES

Section 6.01 **Form and Delivery**. Any and all notices, demands or other communications required or desired to be given hereunder by either party shall be in writing. A notice will be validly given or made to another party if (i) if served personally, (ii) deposited in the United State mail, certified or registered, postage prepaid, (iii) transmitted by telegraph, telecopy or other electronic written transmission device, or (iv) if sent by overnight courier service

Section 6.02 **Receipt of Notice**. If any notice, demand or other communication is served personally (methods (i) and (iv) of Section 6.01, above), service will be conclusively deemed made at the time of such personal service. If such notice, demand or other communication is given by mail (method (ii) of Section 6.01, above), service will be conclusively deemed given three (3) business days after the deposit thereof in the United State mail. If such notice, demand or other communication is given by electronic transmission (method (iii) of Section 6.01 above), service will be conclusively deemed made at the time of confirmation of delivery.

Section 6.03 **Delivery Information**. The information for notice to the Licensor and Licensee is set forth above (at the beginning of this Agreement and introductory paragraph, respectively).

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Section 6.04 **Change of Address**. Any party may change its address to another address (or facsimile number to another facsimile number), to another address within the continental United States, by giving notice in the aforementioned manner to the other parties.

IN WITNESS WHEREOF, the Parties have executed this License as of the date first above written.

LICENSOR

VISTANCIA COMMUNICATIONS, L.L.C., an Arizona limited liability company

By: Vistancia, LLC, a Delaware limited liability company, its Manager

By: Shea Homes Southwest, Inc., an Arizona corporation, its Member

By: _____
Its: _____

By: Sunbelt Pleasant Point Investors, L.L.C., an Arizona limited liability company, its Member

By: Sunbelt PP, LLLP, an Arizona limited liability limited partnership, its Manager

By: Sunbelt Holdings Management, Inc., an Arizona corporation, its General Partner

By: _____
Curtis E. Smith, its Chief Operating Officer

LICENSEE

COXCOM, INC., a Delaware corporation d/b/a/ COX COMMUNICATIONS PHOENIX

By: _____
Its: VP of Business Operations

Schedule: 1.01 Other Easements or Licenses
3.01 License Fees

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STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 23 day of December, 2003, by Howard Tigerman, the VP of Business Operations of COXCOM, INC., a Delaware corporation d/b/a/ COX COMMUNICATIONS PHOENIX, on behalf thereof.

Rhona M. Vilardi
Notary Public

My Commission Expires:

OFFICIAL SEAL
RHONA M. VILARDI
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Jun. 9, 2006

STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by Curtis E. Smith, the Chief Operating Officer of Sunbelt Holdings Management, Inc., an Arizona corporation, the General Partner in Sunbelt PP, LLLP, an Arizona limited liability limited partnership, the Manager of Sunbelt Pleasant Point Investors, L.L.C., an Arizona limited liability company, a Member in Vistancia, LLC, a Delaware limited liability company, the Manager of Vistancia Communications, L.L.C., an Arizona limited liability company, on behalf thereof.

_____
Notary Public

My Commission Expires:

STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by _____, the _____ of Shea Homes Southwest, Inc., an Arizona corporation, a Member in Vistancia, LLC, a Delaware limited liability company, the Manager of Vistancia Communications, L.L.C., an Arizona limited liability company, on behalf thereof.

_____
Notary Public

My Commission Expires:

COPYRIGHT © 2000, 2001 KRIEG DEVAULT ALEXANDER & CAPEHART, L.L.P.

Section 6.04 **Change of Address**. Any party may change its address to another address (or facsimile number to another facsimile number), to another address within the continental United States, by giving notice in the aforementioned manner to the other parties.

IN WITNESS WHEREOF, the Parties have executed this License as of the date first above written.

LICENSOR

VISTANCIA COMMUNICATIONS, L.L.C., an Arizona limited liability company

By: Vistancia, LLC, a Delaware limited liability company, its Manager

By: Shea Homes Southwest, Inc., an Arizona corporation, its Member

By: _____
Its: Asst Secretary

By: Sunbelt Pleasant Point Investors, L.L.C., an Arizona limited liability company, its Member

By: Sunbelt PP, LLLP, an Arizona limited liability limited partnership, its Manager

By: Sunbelt Holdings Management, Inc., an Arizona corporation, its General Partner

By: _____
Curtis E. Smith, its Chief Operating Officer

LICENSEE

COXCOM, INC., a Delaware corporation d/b/a/ COX COMMUNICATIONS PHOENIX

By: _____
Its: _____

Schedule:	1.01	Other Easements or Licenses
	3.01	License Fees

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STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by _____, the _____ of COXCOM, INC., a Delaware corporation d/b/a/ COX COMMUNICATIONS PHOENIX, on behalf thereof.

_____
Notary Public

My Commission Expires:

STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 15th day of December, 2003, by Curtis E. Smith, the Chief Operating Officer of Sunbelt Holdings Management, Inc., an Arizona corporation, the General Partner in Sunbelt PP, LLLP, an Arizona limited liability limited partnership, the Manager of Sunbelt Pleasant Point Investors, L.L.C., an Arizona limited liability company, a Member in Vistancia, LLC, a Delaware limited liability company, the Manager of Vistancia Communications, L.L.C., an Arizona limited liability company, on behalf thereof.

Julie M. King
Notary Public

My Commission Expires: 3/14/2005

OFFICIAL SEAL
JULIE M. KING
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires March 14, 2005

STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 15th day of December, 2003, by Jeffrey S. McQueen, the Assistant Secretary of Shea Homes Southwest, Inc., an Arizona corporation, a Member in Vistancia, LLC, a Delaware limited liability company, the Manager of Vistancia Communications, L.L.C., an Arizona limited liability company, on behalf thereof.

Julie M. King
Notary Public

My Commission Expires: 3/14/2005

OFFICIAL SEAL
JULIE M. KING
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires March 14, 2005

COPYRIGHT © 2000, 2001 KRIEG DEVAULT ALEXANDER & CAPEHART, L.L.P.

LENDER CONSENT

The undersigned is the holder of all right, title and interest of the Beneficiary under that certain Construction Deed of Trust, Security Agreement and Fixture Filing with Assignment of Leases, Rents, Proceeds and Agreements dated December 23, 2002 and recorded on December 23, 2002, in Instrument No. 2002-1387293, Official Records of Maricopa County, Arizona (the "Deed of Trust"). Subject to the continuing and prior lien of the Deed of Trust and the rights and interests of the undersigned in the Loan Documents (as defined in the Deed of Trust), including without limitation, that certain Assignment of Construction Agreements and Development Items dated December 23, 2002 made by Vistancia, LLC, a Delaware limited liability company (formerly known as Shea Sunbelt Pleasant Point, LLC, a Delaware limited liability company), for the benefit of the undersigned, the undersigned hereby consents to the foregoing Non-Exclusive License Agreement (the "License"); provided, however, that subject to the terms and conditions of that certain Assignment of Common Services Easements and Restrictions dated June 27, 2003 made by Vistancia Communications, L.L.C., an Arizona limited liability company, for the benefit of the undersigned, the undersigned agrees that the License shall continue in full force and effect, even in the event of foreclosure or trustee's sale pursuant to such Deed of Trust or any other acquisition of title by the undersigned, its successors, or assigns, of all or any portion of the real property covered by such Deed of Trust.

RESIDENTIAL FUNDING CORPORATION, a Delaware corporation

By: Robert J. Plavchak

Its: DIRECTOR

STATE OF California

County of Los Angeles) ss.

On this 5th day of December 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert J. Plavchak, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument, acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the within instrument.

WITNESS my hand and official seal.

SONIA E. GARCIA
Commission # 1410605
Notary Public - California
Los Angeles County
My Comm. Expires May 9, 2007

Sonia E. Garcia

Notary Public

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APPENDIX A

Definitions and Interpretations

ARTICLE I - DEFINITIONS

Section 1.01 **Advanced Telecommunications Capability**. The term or phrase "Advanced Telecommunications Capability" shall mean and refer to high speed, broadband telecommunications capability that enables users to originate and receive high quality voice, data, graphics and video communications/programming services over lines or wireless channels, including, without limitation, Internet Bandwidth Access Services based upon industry average concentration levels.

Section 1.02 **Affiliate**. The term "Affiliate" shall mean and refer to with respect to any Person (i) any Person directly or indirectly controlling, controlled by or under common control with such Person; (ii) any Person owning, or controlling five percent (5%) or more of the voting securities or voting control of such Person; or, (iii) any Person who is an officer, director, manager, member, general partner, trustee or holder of five percent (5%) or more of the voting securities or voting control of any Person described in clauses (i) or (ii).

Section 1.03 **Association**. The term "Association" shall mean and refer to each Village Association as defined in and formed pursuant to the Master Declaration and the applicable Village Declaration therefor.

Section 1.04 **Cable Television Services**. The term or phrase "Cable Television Services" shall mean and refer to the transmission to users of video programming or other programming services provided through any Facilities related to such services, together with such user interaction, if any, which is required for the selection or use of the video programming or other programming services.

Section 1.05 **Combined Easement**. The term or phrase "Combined Easement" shall mean and refer to the In Gross Easement and the Service Easement, collectively.

Section 1.06 **Combined Easement Area**. The term or phrase "Combined Easement Area" shall mean and refer to the In Gross Easement Area and the Service Easement Area, collectively.

Section 1.07 **Communication Service Provider**. The term or phrase "Communication Service Provider" shall mean and refer to any third party provider of one or more Communication Services, which may include a combination of Persons, such that one (1) or more of the Communication Services are available within the Development.

Section 1.08 **Communication Services**. The term or phrase "Communication Services" shall mean and refer to any one or more of the following: Cable Television Services, Community Technology Services, E-commerce Transaction Services, Internet Bandwidth Access Services, Community Intranet Services, Telephone Services (local), Telephone Services (long distance), Video On Demand Services, Security Monitoring Services, any other cable or telephone services, any other communication services or utilities, together with the Facilities related to such services; provided, however, that the term or phrase "Communication Services" shall not include Excluded Devices.

Section 1.09 **Common Services Easements and Restrictions**. The term or phrase "Common Services Easements and Restrictions" shall mean and refer to the Common Services Easements and Restrictions to which this Appendix A is attached, as amended or supplemented from time to time.

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Section 1.10 **Community Intranet Services**. The term or phrase "Community Intranet Services" shall mean and refer to the private communications network within the Development that uses substantially the same or similar software that is utilized on the public Internet, but that is primarily for use within the Development.

Section 1.11 **Community Technology Services**. The term or phrase "Community Technology Services" shall mean and refer to the construction, sale, installation, leasing, licensing, modification, supplementation, maintenance, repair, reconstruction or removal of any device (including, without limitation, any hardware or software device) principally used by individual users for Communication Services.

Section 1.12 **Declarations**. The term "Declarations" shall mean and refer to the Master Declaration, each Village Declaration, and each other declaration of covenants, conditions, easements and restrictions for the Development or any portion thereof as, or to be, recorded in the office of the Maricopa County Recorder in accordance with the Master Declaration and the applicable Village Declaration and which burden the Development or any portion thereof, as each of the foregoing are amended from time to time. Each Declaration shall be subject and subordinate to the Common Services Easements and Restrictions, and in the event of any conflict or inconsistency between the provisions of any Declaration and the Common Services Easements and Restrictions, the provisions of the Common Services Easements and Restrictions shall prevail.

Section 1.13 **Development**. The term "Development" shall mean and refer to the entire parcel of real property the legal description of which is attached hereto as Exhibit A, together with such additional real property as is hereafter annexed thereto in accordance with the provisions of this Section 1.13. To the extent development of additional real property is or may be contemplated by any or all of the Declarations, then (i) the term "Development" shall be liberally construed to include such real property when and as identified from time to time pursuant to a Supplement to Common Services Easements and Restrictions recorded as hereinafter provided, and (ii) such additional real property may from time to time be annexed to the real property described in Exhibit A and made part of the "Development" without the approval, assent or vote of any Owner, Vistancia Maintenance Corporation, any Association, or any other Person being required (except as provided in this Section 1.13), by the execution and recording in the Office of the Maricopa Recorder of a Supplement to Common Services Easements and Restrictions (the "Supplement to Common Services Easements and Restrictions") signed by Grantor (if Grantor owns the real property being annexed) and Grantee (with the terms "Grantor" and "Grantee" having the meanings provided in the Common Services Easements and Restrictions), and describing the real property to be annexed to Exhibit A (which real property shall be designated in an "Exhibit A-Supplement" included in such Supplement to Common Services Easements and Restrictions). The recording of said Supplement to Common Services Easements and Restrictions shall constitute and effectuate the annexation of the real property described such Exhibit A-Supplement to the "Development" property, making said real property subject to the Common Services Easements and Restrictions, this Appendix A, and any agreement which incorporates this Appendix A, as if said real property originally had been included in Exhibit A at the time of the initial recordation of the Common Services Easements and Restrictions. Notwithstanding anything to the contrary, if at the time of the recordation of any such Supplement to Common Services Easements and Restrictions, the real property described in such Exhibit A-Supplement is owned by a Person other than Grantee, then that Person must join with Grantee in the execution of such Supplement to Common Services Easements and Restrictions.

Section 1.14 **E-commerce Transaction Services**. The term or phrase "E-commerce Transaction Services" shall mean and refer to transactions conducted over the Internet or through Internet access, comprising the sale, lease, license, offer or delivery of property, goods, services or information, whether or not for consideration; provided, however, the term or phrase "E-commerce Transactions Services" shall not include Internet Bandwidth Access Services.

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Section 1.15 **Excluded Devices**. The term or phrase "Excluded Devices" shall mean and refer to any Community Intranet Services device, Security Monitoring Services device, or any other Communication Services device, which satisfies **both** of the following described characteristics:

(a) The device is nonpermanent. By way of example and not limitation, any device which is affixed to real estate is a permanent device. A nonpermanent device must not, at any time, be affixed to real estate within the Combined Easement Area either by, for example and not limitation, submersion into the ground, screws, bolts, glue or wiring.

(b) Use of the device must occur primarily outside of the In Gross Easement Area, with use within the In Gross Easement Area being incidental or sporadic.

For example, mobile cellular telephones, pagers, car alarms and portable computer peripherals, which are used primarily outside of the In Gross Easement Area, will generally constitute Excluded Devices. A satellite dish or other means of receiving the transfer of wireless technology used primarily in the In Gross Easement Area will be an Excluded Device only to the extent required by law to be permitted (*E.g.* Section 207 of the Telecommunications Act of 1996 and 47 C.F.R. 1.4000) or to the extent authorized by the Declarations. Wireless signals, of any nature, which are not received by any Owners, or on behalf of any Owners or at the request of any Owner(s), within the In Gross Easement Area, shall constitute Excluded Devices.

Section 1.16 **Facility or Facilities**. The term or terms "Facility" or "Facilities" shall mean and refer to the construction, installation, modification, alteration, supplementation, repair, reconstruction or replacement of any and all necessary or desirable hardware or equipment of any type used to provide or otherwise make available any Communication Services including, without limitation, cable, wire, fiber, main, pipe, boxes, conduit, manholes, transformers, pumps, amplifiers, dishes, antennae, microwave, satellite, pedestal, equipment enclosures, poles, wireless communication technology, or any other hardware or equipment of any type necessary or desirable to transfer or provide any Communication Services, including, without limitation, communication, video, data, e-commerce, Internet, community intranet, security systems, communication utility services, information systems, cable television, as well as any other Communication Services or uses for which such hardware or equipment may be used.

Section 1.17 **In Gross Easement**. The term or phrase "In Gross Easement" shall mean the In Gross Easement created for the exclusive use of the Grantor (as that term is defined in the Common Services Easements and Restrictions) pursuant to Section 2.01 of the Common Services Easements and Restrictions.

Section 1.18 **In Gross Easement Area**. The term or phrase "In Gross Easement Area" shall mean and refer to that certain area of real property the legal description of which is attached hereto as Exhibit B, together with such additional real property as is hereafter annexed thereto in accordance with the provisions of this Section 1.18. If any Supplement to Common Services Easements and Restrictions is recorded pursuant to Section 1.13 which designates additional real property to be annexed to the Development pursuant to an Exhibit A-Supplement, then such Supplement to Common Services Easements and Restrictions shall also designate the real property (if any) included in such Exhibit A-Supplement that is to be made part of the "In Gross Easement Area" hereunder (which real property shall be designated in an "Exhibit B-Supplement" included in such Supplement to Common Services Easements and Restrictions). Upon recordation of such Supplement to Common Services Easements and Restrictions and Exhibit B-Supplement, the term "In Gross Easement Area" shall be liberally construed to include the real property identified in such Exhibit B-Supplement, and the real property identified in such Exhibit B-Supplement shall be part of the "In Gross Easement Area" without the approval, assent or vote of any Owner, Vistancia Maintenance Corporation, any Association, or any other Person being required (except for those approvals required for the recordation of a Supplement to Common Services Easements and Restrictions as provided in Section 1.13). The recording of said Supplement to Common Services Easements and Restrictions

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shall constitute and effectuate the annexation of the real property described such Exhibit B-Supplement to the "In Gross Easement Area", making said real property subject to the Common Services Easements and Restrictions, this Appendix A, and any agreement which incorporates this Appendix A, as if said real property originally had been included in Exhibit B at the time of the initial recordation of the Common Services Easements and Restrictions.

Section 1.19 **Internet Bandwidth Access Services**. The term or phrase "Internet Bandwidth Access Services" shall mean and refer to any service that enables users to access content, information, electronic mail or other services offered over the internet, and may also include access to proprietary content, information and other services as part of a package of services offered to users and any Facilities related to such service; provided, however, that the term or phrase "Internet Bandwidth Access Services" shall not include E-commerce Transaction Services, Telephone Services (local) or Telephone Services (long distance).

Section 1.20 **Mandatory Communication Service Provider**. The term or phrase "Mandatory Communication Service Provider" shall mean and refer to a Communication Service Provider that provides one (1) or more of the Mandatory Communication Services. The initial Mandatory Communication Service Providers are listed on Exhibit C attached hereto, and are subject to change in accordance with Section 2.08 and Section 2.09 of the Common Services Easements and Restrictions.

Section 1.21 **Mandatory Communication Services**. The term or phrase "Mandatory Communication Services" shall mean and refer to the Communication Services set forth on Exhibit C attached hereto.

Section 1.22 **Non-Affiliate**. The term or phrase "Non-Affiliate" shall mean and refer to any Person who does not qualify as an Affiliate.

Section 1.23 **Master Declaration**. The term or phrase "Master Declaration" shall mean and refer to that certain Declaration of Covenants, Conditions and Restrictions for Vistancia to be recorded in the office of the Maricopa County Recorder, as amended from time to time, which will, among other things, provide for the organization of Vistancia Maintenance Corporation. The Master Declaration shall be subject and subordinate to the Common Services Easements and Restrictions, and in the event of any conflict or inconsistency between the provisions of the Master Declaration and the Common Services Easements and Restrictions, the provisions of the Common Services Easements and Restrictions shall prevail.

Section 1.24 **Owner**. The term "Owner" shall mean the record owner, whether one or more Persons, of beneficial or equitable title (and legal title if the same has merged with the beneficial or equitable title) to the fee simple interest in a platted lot, a development parcel or any other land within the Development, or their lessees, tenants or any other successors in interest.

Section 1.25 **Owner Access Area**. The term or phrase "Owner Access Area" shall mean and refer to the area reasonably necessary for Communication Service Providers to establish Communication Services to an Owner's residential structure, building or other structure situated upon the Owner Improvement Area, which area shall commence at the Platted Easement Area and proceed as directly as reasonably practicable to the individual residential structure (or building or other structure, as applicable) and upon and within the residential structure (or building or other structure, as applicable) as contemplated by the design for the initial construction thereof, as thereafter modified from time to time.

Section 1.26 **Owner Improvement Area**. The term or phrase "Owner Improvement Area" shall mean and refer to that area within the In Gross Easement Area which is not common area (however denominated) under any of the Declarations, duly deeded and titled to the Owner, or his or her successor in interest, upon which the Owner shall be entitled to construct or otherwise erect such temporary or permanent barriers or other temporary

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or permanent obstructions or structures as the Owner shall desire, so long as such barriers or other obstructions or structures are in conformity with the Declarations and applicable law; and, further, so long as such barriers or obstructions or structures shall not be situated upon or within the Service Easement Area.

Section 1.27 **Party**. The term "Party" or "Parties" shall mean and refer to the Persons referenced in the introductory paragraph of any agreement which incorporates this Appendix A, as well as any other Person made a Party to any such agreement either at the time of execution thereof or subsequent thereto.

Section 1.28 **Person**. The term "Person" shall mean and refer to any individual, corporation, company, business trust, association, partnership, limited liability company, joint venture, governmental authority, or any other individual or entity, including subsidiaries, Affiliates, and controlled entities.

Section 1.29 **Plats**. The term "Plats" shall mean and refer collectively to all of the recorded subdivision plats and maps of dedication that subdivide the Development and/or dedicate or create streets, roadways or areas to be dedicated to public or private use, as each may be amended from time to time.

Section 1.30 **Platted Easement Area**. The term or phrase "Platted Easement Area" shall mean and refer to all of the easement areas designated as "Multi-Use Easement" or "M.U.E." on the Plats.

Section 1.31 **Reserved Rights**. The term or phrase "Reserved Rights" shall mean and refer to the rights set forth in Section 2.05 and Section 2.06 of the Common Services Easements and Restrictions.

Section 1.32 **Security Monitoring Services**. The term or phrase "Security Monitoring Services" shall mean and refer to the provision of systems, hardware, devices and wiring within the residences, commercial structures (if any) and the Development which enable the monitoring for security purposes of such residences, commercial structures (if any) and Development; provided, however, that the term or phrase "Security Monitoring Services" expressly contemplates that a Communication Service Provider may enter into a third party contract (*e.g.*, a monitoring contract) with a security monitoring company.

Section 1.33 **Service Easement**. The term or phrase "Service Easement" shall mean the Service Easement created for the exclusive use of the Grantor (as that term is defined in the Common Services Easements and Restrictions) pursuant to Section 2.02 of the Common Services Easements and Restrictions.

Section 1.34 **Service Easement Area**. The term or phrase "Service Easement Area" shall mean and refer to each and all of the following areas, individually and collectively, as the context requires or as is permitted by law, *to wit*:

(a) All of the Platted Easement Area.

(b) All of the Owner Access Area.

(c) Each street or roadway created by a Plat that is private (as opposed to public) in nature and is owned (or is to be owned, pursuant to the terms of such Plat) by Vistancia Maintenance Corporation, any Association, or any other homeowners' or property owners' association established pursuant to a Declaration.

(d) Those portions of the tracts and other areas constituting common areas (however denominated) under any of the Declarations (other than the private streets and private roadways described in subsection (c) above, which shall be governed by that subsection rather than this subsection (d)), to the extent reasonably necessary for the establishment of Communication Services and Facilities to serve the Owners.

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Section 1.35 **Telephone Services (local)**. The term or phrase "Telephone Services (local)" shall mean and refer to service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or comparable service provided through a system of switches, transmission equipment or any other Facilities (or any combination thereof) by which a user can originate and terminate a telecommunications service.

Section 1.36 **Telephone Services (long distance)**. The term or phrase "Telephone Services (long distance)" shall mean and refer to telephone service between stations in different exchange areas for which there is made a separate charge not included in contracts with users for exchange service and any Facilities related to such services.

Section 1.37 **Utility Services**. The term or phrase "Utility Services" shall mean and refer to any sewer, water, gas, electric, any other utility or common functional services provided to the residences and commercial structures (if any) within the Development together with any Facilities related to such services; provided, however, that the term or phrase "Utility Services" shall not mean or refer to or include any "Communication Services."

Section 1.38 **Village Declaration**. The term or phrase "Village Declaration" shall mean and refer to each Village Declaration as defined in and recorded pursuant to the Master Declaration, each as amended from time to time. Each Village Declaration shall be subject and subordinate to the Common Services Easements and Restrictions, and in the event of any conflict or inconsistency between the provisions of any Village Declaration and the Common Services Easements and Restrictions, the provisions of the Common Services Easements and Restrictions shall prevail.

Section 1.39 **Visible From Neighboring Property**. The term or phrase "Visible from Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a natural person six feet tall, standing at ground level on any part of the In Gross Easement Area.

Section 1.40 **Vistancia Maintenance Corporation**. The term or phrase "Vistancia Maintenance Corporation" shall mean and refer to the Arizona non-profit corporation to be organized pursuant to the Master Declaration, its successors and assigns.

ARTICLE II - MISCELLANEOUS AND CONSTRUCTION

Section 2.01 **Complete Agreement**. Any agreement which incorporates this Appendix A, together with the schedules, appendices and exhibits thereto, and all other agreements, certificates, documents, schedules, appendices, exhibits and other writings executed at or in connection with the signing of such agreement (collectively, the "Definitive Documents"), constitute the complete and exclusive statement of agreement among the Parties with respect to the covered subject matter. The Definitive Documents replace and supercede all prior agreements by and among the Parties. The Definitive Documents supercede all prior written and oral statements and no other representation, statement, condition or warranty not contained in the Definitive Documents will be binding upon the Parties, or have any force or effect whatsoever. Any prior agreements, promises, negotiations, or representations concerning the subject matter of the Definitive Documents which are not expressly set forth herein or therein are of no force or effect.

Section 2.02 **Amendment, Termination or Alteration**. Any agreement which incorporates this Appendix A may be altered, terminated or amended in whole or in part, at any time. Any such amendment, termination or alteration must take the form of a written instrument setting forth the amendments, terminations or alterations, which written instrument must be signed by all Parties to the agreement being amended, terminated or altered.

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This Appendix A may at any time be altered, terminated or amended in whole or in part, as it relates to any agreement which incorporates this Appendix A. Any such amendment, termination or alteration with respect to this Appendix A (i) must take the form of a written instrument setting forth the amendments, terminations or alterations, which written instrument must be signed by all Parties to the applicable agreement which incorporates this Appendix A, and (ii) any such amendment, termination or alteration with respect to this Appendix A shall not affect or have any impact upon this Appendix A as it relates to any other agreement incorporating this Appendix A (unless and until this Appendix A is amended, terminated or altered by a written instrument executed by all Parties to such other agreement).

Section 2.03 **Severability**. If any covenant, agreement, term or provision of any agreement which incorporates this Appendix A is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term thereof, such covenant, agreement, term or provision shall be fully severable. The agreement shall be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable covenant, agreement, term or provision had never comprised a part thereof and, the remainder shall remain in full force and effect and shall not be affected by such illegal, invalid, unreasonable, or enforceable covenant, agreement, term or provision or by its severance therefrom. Furthermore, in lieu of the illegal, invalid, unreasonable, or unenforceable covenant, agreement, term or provision, there shall be added automatically a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable covenant, agreement, term or provision as may be possible and be legal, valid, reasonable, and enforceable.

Section 2.04 **Waiver**. No delay or failure by any Party in exercising any rights under any agreement which incorporates this Appendix A, and no partial or simple exercise of such rights, shall constitute a waiver of that or any other right.

Section 2.05 **Governing Law**. (i) Except as provided in Section 2.05(ii) below, any agreement which incorporates this Appendix A, including, without limitation, any controversy or claim arising out of or relating to the agreement which incorporates this Appendix A, or its breach, the construction of its terms, or the interpretation of the rights and duties of the Parties thereto, shall be construed and governed exclusively according to the internal laws of the State of Arizona, without regard to that jurisdiction's law regarding conflicts of law. Except as provided in Section 2.05(ii) below, any agreement which incorporates this Appendix A shall be subject to the exclusive jurisdiction of Arizona state courts located in Maricopa County, State of Arizona and of the federal courts with jurisdiction over Maricopa County, State of Arizona, regardless of the residence or situs of the Parties, to which jurisdiction of the court the Parties expressly submit, and waive objection thereto. Except as provided in Section 2.05(ii) below, any agreement which incorporates this Appendix A shall be subject to, and litigated in, the exclusive and preferred venue of Arizona state courts located in Maricopa County, State of Arizona or of the federal courts with jurisdiction over Maricopa County, State of Arizona. (ii) To the extent any state or federal law or regulation prohibits or restricts the provisions set forth in Section 2.05(i) above; then, the State of Arizona will be automatically replaced with the state wherein any real estate which is subject to any agreement which incorporates this Appendix A is situated, and Maricopa County will be automatically replaced with the county wherein any real estate which is subject to any agreement which incorporates this Appendix A is situated.

Section 2.06 **Headings: Interpretation**. All headings are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision hereof. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and *vice versa*, as the context requires. The term "including" shall mean "including, without limitation" or its equivalent whenever used herein and shall not limit the generality of any description preceding such term. The introductory paragraph and recitals set forth at the commencement of any agreement which incorporates this Appendix A shall form a part thereof. Reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by the agreement which incorporates this Appendix A. Reference to any agreement, document or instrument means such agreement, document or instrument, as amended, supplemented

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or modified and in effect from time to time in accordance with the terms thereof. Reference in any agreement which incorporates this Appendix A to any article, section, appendix, schedule or exhibit means such article or section thereof or appendix or schedule or exhibit thereto. The term "or" is not exclusive. Terms such as "hereunder," "hereof," "hereto" and words of similar import shall be deemed references to the agreement which incorporates this Appendix A, together with all incorporated reference in such agreement and this Appendix A as a whole, and not to any particular, article, section, paragraph or other provision of any specific document.

Section 2.07 **Multiple Counterparts**. Any agreement which incorporates this Appendix A may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In making proof with respect thereto, it shall be necessary to produce only one copy thereof signed by the Party to be charged.

Section 2.08 **Additional Documents and Acts**. The Parties each agree to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of any agreement which incorporates this Appendix A.

Section 2.09 **Further Assurances**. At any time, and from time to time, each Party shall execute such additional instruments and take such additional actions as may be reasonably requested by the other Party to confirm or otherwise carry out the intent and purpose of any agreement which incorporates this Appendix A.

Section 2.10 **Enforceability Certificate**. Each of the Parties to any agreement which incorporates this Appendix A shall, without charge, at any time and from time to time, within seven (7) days following a written request by the other party, deliver a written instrument to the requesting party or to any other Person specified by such requesting party, duly executed, certifying: (i) that the agreement which incorporates this Appendix A is unmodified, or that the agreement has been modified and setting forth the specific modification; (ii) that the term of the agreement is continuing, or the exact date [day, month and year] that the term expired; and, (iii) any other matters relating to compliance with the agreement.

Section 2.11 **Drafter of the Agreement**. For purposes of construing any agreement which incorporates this Appendix A, the Parties agree that each (and, as applicable, its counsel) has reviewed and revised the agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the agreement which incorporates this Appendix A, or of this Appendix A, or any amendments, schedules or exhibits thereto or hereto.

Section 2.12 **Successors**. Any agreement which incorporates this Appendix A shall be binding upon and inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

Section 2.13 **Time**. Time shall be of the essence with regard to any agreement which incorporates this Appendix A.

Section 2.14 **Time Periods**. All references to "days" in any agreement which incorporates this Appendix A shall mean and refer to calendar days. In the event the date for performance of any obligation under any agreement which incorporates this Appendix A shall fall on a Saturday, Sunday or day when the Maricopa County Superior Court, State of Arizona, is closed, then that obligation shall be performed on the next following regular business day.

Section 2.15 **Obligation of Good Faith**. The Parties shall, in the performance of all obligations under any agreement which incorporates this Appendix A, be obligated to act in good faith with one another in the performance thereof and hereunder.

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Section 2.16 **Not a Partnership**. Nothing herein contained or contained in any agreement which incorporates this Appendix A shall be construed to create a partnership or joint venture as between the Parties.

Section 2.17 **Exhibits, Appendices and Schedules**. All exhibits, appendices and schedules referred to herein are intended to be, and are hereby, made specifically a part hereof and incorporated herein.

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SCHEDULE 1.01

Other Easements or Licenses

Assignment of Common Services Easements and Restrictions executed by Vistancia Communications, L.L.C., an Arizona limited liability company and Residential Funding Corporation, a Delaware corporation, dated June 27, 2003.

Multi-Use Easements and Indemnity executed by Vistancia Communications, L.L.C., an Arizona limited liability company, Shea Sunbelt Pleasant Point, LLC, a Delaware limited liability company, and the City of Peoria, Arizona, an Arizona chartered municipal corporation, recorded on July 23, 2003, in Instrument No. 2003-0975499, official records of Maricopa County, Arizona and Partial Termination, Abandonment and Extinguishment of Easement recorded on December 24, 2003, in Instrument No. 2003-1728051, official records of Maricopa County, Arizona.

Non-Exclusive License Agreement executed by Vistancia Communications, L.L.C., an Arizona limited liability company and Coxcom, Inc, a Delaware corporation d/b/a Cox Communications, dated of even date herewith and recorded concurrently herewith in the official records of Maricopa County, Arizona (relating to that certain Co-Marketing Agreement dated April 8, 2003, as more particularly described therein).

Amended and Restated Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Vistancia Village A, recorded on July 31, 2003, in Instrument No. 2003-1025411, official records of Maricopa County, Arizona.

Declaration of Covenants, Conditions, and Restrictions for Vistancia, recorded on July 9, 2003, in Instrument No. 2003-0898772, official records of Maricopa County, Arizona.

Map of Dedication Vistancia - Phase 1A, recorded in Book 647 of Maps, page 31, official records of Maricopa County, Arizona.

Final Plat for Desert Sky at Trilogy at Vistancia Parcel C21, recorded in Book 647 of Maps, page 30, official records of Maricopa County, Arizona.

Final Plat for Sunset Ridge at Trilogy at Vistancia Parcels C15, C16, C17, C18 and C19, recorded in Book 655 of Maps, page 35, official records of Maricopa County, Arizona.

Final Plat for Vistancia Village A Parcel A30, recorded in Book 647 of Maps, page 41, official records of Maricopa County, Arizona and Certificate of Correction recorded October 10, 2003 as 2003-1423458 of official records of Maricopa County, Arizona and Certificate of Correction recorded December 9, 2003, as 2003-1668089 of official records of Maricopa County, Arizona.

Final Plat for Vistancia Village A Parcel A10A, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 655 of Maps, Page 33.

Final Plat for Vistancia Village A Parcel A12, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 655 of Maps, Page 32.

Final Plat for Vistancia Village A Parcel A13, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 655 of Maps, Page 31.

Final Plat for Vistancia Village A Parcel A14, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 661 of Maps, Page 25 Arizona and Certificate of Correction recorded January 2, 2004 as 2004-0000466 of official records of Maricopa County, Arizona.

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Final Plat for Vistancia Village A Parcel A19, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 656 of Maps, Page 39.

Final Plat for Vistancia Village A Parcel A20, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 656 of Maps, Page 3.

Final Plat for Vistancia Village A Parcel A32, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 655 of Maps, Page 34.

Final Plat for Vistancia Village A Parcel A33, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 655 of Maps, Page 29.

Final Plat for Vistancia Village A Parcel A36, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 655 of Maps, Page 30.

Final Plat for Vistancia Village A Parcel A37, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 662 of Maps, Page 26.

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SCHEDULE 3.01

License Fees

The License Fee shall be paid and calculated as follows:

Licensee shall pay Licensor a License Fee according to the following scale based on the Applicable License Fee percentage (determined pursuant to the chart below according to the Penetration Percentage (as hereinafter defined) within each Building) multiplied by the Monthly Recurring Revenue (as hereinafter defined) for that Building. The License Fee shall be calculated (and paid by Licensee, if owed pursuant to the provisions of this Schedule 3.01) separately for each Building within Vistancia that is constructed on land conveyed by Master Developer to an Owner, which building is rented or occupied by an Owner, tenant or other occupant that subscribes to any Cox Communication Service (each such Building being hereinafter referred to as a "Qualifying Building"). As used herein, the term "Penetration Percentage" shall mean, with respect to each Qualifying Building, the percentage amount calculated by dividing the total square footage of the Qualifying Building that is rented or occupied by Owner(s), tenant(s) or other occupant(s) subscribing to Cox Communication Services, divided by the total rentable square footage of that Qualifying Building. For example, if a Qualifying Building contains 100,000 total rentable square feet and has Owners, tenants and other occupants subscribing to Cox Communication Services that occupy 85,000 square feet, then the Penetration Percentage would be equal to 85% and Licensor would receive a License Fee equal to 3% of MRC with respect to that Qualifying Building.

Penetration Percentage	Applicable License Fee
0% - 74%	0% of MRC
75% - 85%	3% of MRC
86% - 95 %	4% of MRC
96% - 100%	5% of MRC

Once the Penetration Percentage attributed to a particular Qualifying Building increases to a level that would produce a higher License Fee under the above chart, then Licensor shall be entitled to the higher License Fee, which shall apply to all MRC attributable to that Qualifying Building. If the Penetration Percentage decreases then Licensor shall be paid the Applicable License Fee, if any, corresponding to the decreased Penetration Percentage.

As used herein, the term "Monthly Recurring Revenue" or "MRC" shall mean all revenues received by Licensee (or by its successors and assigns) for the transmission or distribution of the Communication Services through the Licensee Technology Facilities located within Vistancia to the Buildings only, including, without limitation, revenue for internet connectivity, but excluding, or deducting from such revenues if the same were included therein, installation and construction fees, taxes, promotional or bundling discounts, equipment, revenue from residential dwellings (such as apartments, condos, and single family homes), revenue from governmental entities, interest charges, bad debts, franchise fees or other governmental charges, surcharges, telecom fund charges, 911 fees, or other governmental authorized assessments (however described) and network access charges.

In addition to the exclusion from MRC set forth above, the provision of Communication Services to state and federal governmental entities and the Franchising Authority shall be excluded from the MRC in calculation of License Fee payments due to Licensor hereunder.

The parties acknowledge that Licensee may be required by federal or state law, to lease or allow use of, portions of the Licensee Technology Facilities to third party providers, to allow such providers to provide telecommunications services to Owners, tenants and other occupants of the Buildings. In no event shall the compensation received by Licensee from such third party providers be deemed MRC or subject to payment of License Fees hereunder. Furthermore, allowing third party providers to deliver telecommunication services or communication signals via the Licensee Technology Facilities as

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described above shall not be deemed an assignment, sale or transfer of the Licensee Technology Facilities or a delegation or assignment of Licensee's rights.
All payments of the License Fees shall be payable to Licensee without demand at the address set forth in the first paragraph of this Agreement, or to such other address as Licensee may designate. Payments of License Fees shall be made during the Term of the License on a quarterly basis, within ninety (90) days from the end of the prior quarter. If Licensee fails to make payments as required herein, Licensor shall be entitled to interest at the rate of 1% per month until paid.

Within one year following Licensor's receipt of any payment of License Fees, Licensor shall have right to audit the books and records of Licensee regarding the MRC for the period covered by such payment of License Fees to verify the amount of License Fees due. All audits shall be conducted during normal business hours and upon reasonable prior written notice to the party being audited. All audits shall be conducted at the office in Arizona where the party being audited maintains the records to be audited. No records shall be removed from such offices by the auditor. Unless required by law or court order or as evidence in any dispute resolution proceedings, the auditing party shall not disclose any non-public information obtained in course of the audit. If as a result of an audit it is determined that any amount owing has been underpaid by more than 5%, the audited party shall reimburse the auditing party for the reasonable cost of the audit.

Any defined (capitalized) term used but not otherwise defined in this Schedule 3.01 shall have the meaning attributed to such term in the PAA.

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NON-EXCLUSIVE LICENSE AGREEMENT-CMA

DECEMBER 31, 2003

First American Title

COURTESY RECORDING

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20040212877 03/02/2004 13:54
ELECTRONIC RECORDING

WHEN RECORDED RETURN TO:

301-13-2-2--
leonardil

Vistancia Communications, L.L.C.
6720 N. Scottsdale Road
Suite 160
Scottsdale, AZ 85253-4424
Attention: Curtis E. Smith

2/2

NON-EXCLUSIVE LICENSE AGREEMENT

"Effective Date": December 31, 2003

"Licensor":	Corporate/Company Name:	Vistancia Communications, L.L.C., an Arizona limited liability company
	State of Organization:	Arizona
	Address:	6720 North Scottsdale Road Suite 160 Scottsdale, Arizona 85253-4424

THIS NON-EXCLUSIVE LICENSE AGREEMENT (this "License") is made and entered into on the Effective Date by and between Licensor and Coxcom, Inc, a Delaware corporation d/b/a Cox Communications Phoenix, 20401 North 29th Avenue, Phoenix, Arizona 85719 (the "Licensee"). Capitalized terms not otherwise defined in this License shall have the meanings ascribed to them in the Appendix A attached to that certain Common Services Easements and Restrictions recorded on June 27, 2003, in Instrument No. 2003-0837106, official records of Maricopa County, Arizona (such Common Services Easements and Restrictions, as amended from time to time, being hereinafter referred to as the "CSER"), which Appendix A is hereby incorporated herein by reference. The terms or phrases "Effective Date", and "Licensor" shall have the meanings ascribed to them above.

ARTICLE I - RECITALS

Section 1.01 WHEREAS, Licensor is the "Grantee" under the CSER, and has not encumbered, alienated or otherwise transferred or diminished its rights thereunder, except as set forth on Schedule 1.01 attached hereto.

Section 1.02 WHEREAS, in consideration of the License Fee (as hereinafter defined) payable by Licensee to Licensor, Licensor desires to grant Licensee, its grantees, successors and permitted assigns an irrevocable license for the perpetual use of the Service Easement and Reserved Rights conveyed to Licensor in the CSER, subject to the terms and limitations of this License and further subject to the terms and limitations of that certain Amended and Restated Co-Marketing Agreement dated as of September 25, 2003, executed by Licensor, Vistancia, LLC, a Delaware limited liability company ("Master Developer"), and Licensee (the "CMA").

Section 1.03 WHEREAS, Licensor, Master Developer, and the City of Peoria, Arizona, an Arizona chartered municipal corporation (the "City") have entered into that certain Multi-Use Easements and Indemnity recorded on July 23,

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2003, in Instrument No. 2003-0975499, official records of Maricopa County, Arizona (the "MUEI"), which requires that Master Developer and Licensor impose certain obligations on, and secure certain agreements of, Licensee as hereinafter provided.

Section 1.04 WHEREAS, in accordance with the CSER and CMA, Licensor desires to authorize Licensee to install, own and maintain certain Facilities within the Service Easement Area.

Section 1.05 WHEREAS, Licensee wishes to accept from Licensor the license as set forth below, subject to the terms and limitations of this License (including, but not limited to, Licensee's obligation to pay the License Fee as hereinafter provided); and, in addition, Licensee wishes to undertake certain obligations that are for the benefit of and are enforceable by the City, as set forth in Article V below.

Section 1.06 WHEREAS, this License is a private right of contract and a grant of an irrevocable private license between Licensor and Licensee, and is not a grant of a public easement.

THIS INDENTURE WITNESSETH, that in consideration of ten dollars ($10.00), the mutual covenants contained in this License, and other good and valuable consideration, the receipt and sufficiency of which are by this License acknowledged, the Parties to this License agree as follows:

ARTICLE II - LICENSE

Section 2.01 **Premises and Use**. Licensor hereby declares, creates, transfers, assigns, grants and conveys unto Licensee, its grantees, successors and permitted assigns, the perpetual and non-exclusive right, privilege and license, subject to the terms of the CMA (a) upon, under and across the Service Easement Area, to construct, lay, install, own, operate, lease, license, franchise, alienate, assign, modify, alter, supplement, inspect, maintain, repair, reconstruct, replace, remove, relocate, expand, or otherwise service any and all necessary or desirable Facilities of any type used to provide or make available Cable Television Services, Internet Access Services (as hereinafter defined), Telephone Services (local) and Telephone Services (long distance) to SFRs (as hereinafter defined) and MFUs (as hereinafter defined) in the Development, (b) upon, under and across the Service Easement Area, to excavate and perform any necessary or desirable work upon and under the surface of the Service Easement Area as and when required to make available such Cable Television Services, Internet Access Services, Telephone Services (local) and Telephone Services (long distance) or service the Facilities therefor, (c) upon, under and across the Service Easement Area, to create and provide ingress and egress to and from the Service Easement Area in connection with the exercise of any rights granted hereunder, and (d) to use the Licensor's Reserved Rights in connection with the rights granted hereunder; provided, however, such License shall be subject to and limited by the limitations and restrictions set forth in the CSER and by the limitations and restrictions set forth in the CMA. Licensee expressly acknowledges and represents that, to the extent this License is inconsistent with, contrary to, or otherwise limited or circumscribed by the CSER and/or the CMA, then the terms and conditions of the CSER (or the CMA, as applicable) shall control and be binding upon Licensee, its grantees, successors and assigns, without recourse against Licensor. As used herein, the term "Internet Access Services" shall mean the high speed Internet access service Licensee provides, currently marketed as 'Cox High Speed Internet'. As used herein, the term "SFR" shall mean a single family detached or attached residence within the Development that is developed for sale, including a condominium or townhouse; and, the term "MFU" shall mean residential buildings within the Development containing multiple family dwelling units for purchase, lease or rent whether detached or attached.

Section 2.02 **Term**. This License shall be irrevocable and shall continue perpetually (the "Term"), subject to the following: From and after the expiration or earlier termination of the CMA, this License shall remain in effect with respect to only those Service Easement Areas contained on Plats that have been recorded as of the date of such expiration or termination, and this License shall terminate with respect to all portions of the Development that have not been subjected to or included within a recorded Plat as of the date of such expiration or termination (which termination shall be effective, even if any such portion of the Development is thereafter subjected to or included within a recorded Plat).

Section 2.03 **Assignment and Sublicensing**. The rights and obligations granted to the Licensee hereunder may be assigned, sold, transferred, sublicensed, encumbered or disposed of in any way, manner or extent (collectively "Transfers") at any time to any Person as authorized under Section 13(c) of the CMA. Any Transfer to a Person that is

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not authorized under Section 13(c) of the CMA shall be subject to the prior consent of the Licensor, which consent shall not be unreasonably withheld if it occurs prior to the expiration or termination of the CMA and which consent may be withheld in the sole and absolute discretion of Licensor if it occurs following the expiration or termination of the CMA. Any attempted or purported assignment, sale, transfer, sublicense, encumbrance or disposal in violation of this Section 2.03 shall be a breach of this License and the CMA and shall also be null and void and of no force or effect.

Section 2.04 **Use of Easement**. This License shall be for the private, personal, exclusive and perpetual use and benefit of Licensee and its grantees, licensees, lessees, franchisees, successors and permitted assigns who have been identified by and contracted with the Licensee to own, install, repair, relocate, expand, or otherwise service the Facilities in the Service Easement Area.

Section 2.05 **Title and Authority**. Licensor represents, with the knowledge that Licensee shall rely upon such representation, that: (a) Licensor is the "Grantee" under the CSER, (b) Licensor has not transferred, encumbered or otherwise diminished its rights under the CSER, except as set forth on Schedule 1.01, and (c) the individual executing this License on behalf of the Licensor has the authority to so execute this License.

Section 2.06 **Chain of Title**. This License is conveyed to the Licensee, its grantees, successors and permitted assigns, to have and to hold, so long as the rights, privileges and interests (licenses and easements) herein granted shall be used for the express purposes and upon the terms and conditions specified herein, but shall be subject to all liens, encumbrances, restrictions and prior easements of record including, without limitation, the CSER. Licensor and Licensee hereby covenant and agree that the license granted hereby, together with all the covenants contained herein, shall "run with the land," shall be reflected on and run with the title and any interests in the Development and the Combined Easement Area and shall be binding upon all grantees, successors and permitted assigns of each of the respective Parties hereto.

ARTICLE III - LICENSE FEE AND SERVICE STANDARDS

Section 3.01 **License Fee**. In consideration of the license granted hereunder, Licensee agrees to pay to Licensor a fee (the "License Fee") calculated in accordance with Schedule 3.01 attached hereto, which License Fee shall be payable in accordance with the terms of said Schedule 3.01.

Section 3.02 **Service Standards**. All Cable Television Services, Internet Access Services, Telephone Services (local) and Telephone Services (long distance) provided by Licensee within the Development shall be of the quality required under the CMA.

ARTICLE IV - INDEMNIFICATION AND RIGHT TO DEFEND

Section 4.01 **Indemnification**. Licensee agrees to indemnify, defend and hold harmless the Licensor and its successors and assigns, including, without limitation, the Grantor under the CSER, the Owners, the Association, and their successors in interest (collectively, the "Indemnitees") from and against any and all losses, claims, damages and liabilities, joint or several (including reasonable investigation fees, attorneys' fees, accountant's fees, expert witness fees and other related expenses) incurred in connection with any third party action, suit or proceeding or any third party claim asserted, to which the Indemnitees may become subject as a result of any failure by Licensee to satisfy its obligations under this License, the CMA, and/or any applicable law, regulation or governmental requirement; provided, however, that Licensee shall not be required to indemnify, defend or hold harmless any Indemnitee from that Indemnitee's own negligence, or any act or omission which is wrongful on any Indemnitee's part.

Section 4.02 **Right to Defend**. Licensee has the right of notice and to defend any controversy or claim arising out of or relating to this License or the CSER, any alleged breach, any question as to the validity of its terms or conditions or legal effect, the construction of their terms or conditions or legal effect, and the interpretation of the rights and duties of the Parties under this License or the CSER; provided, however, that Licensee's right to defend with respect to the CSER shall be non-exclusive and shall be held in common with Licensor and any other Person to whom Licensor grants such rights and/or may hold such rights pursuant to contract or applicable law. The Licensor and its grantees, successors and

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assigns, shall notify Licensee of any claim, suit, administrative proceeding (including regulatory proceeding), or any other action or threatened action which may, either presently or at a future date, give rise to Licensee's duty to indemnify or Licensee's right to defend, which notice shall be in writing and provided to Licensee within seven (7) business days from the date that Licensor or the Licensor's successors in interest, becomes aware of such claim, suit or proceeding, or potential claim, suit or proceeding.

ARTICLE V - AGREEMENTS BENEFITING THE CITY

Section 5.01 **Payment of Franchise Fees**. Licensee shall pay to the City the franchise fees that would be payable by Licensee pursuant to the terms of the existing or future franchise agreement (if any) between the City and Licensee, as if the City (as opposed to Licensor and/or Master Developer) were the grantor of the license and rights granted under the CMA and/or this License to provide Cable Television Services, Internet Access Services, Telephone Services (local) and Telephone Services (long distance) and/or to install Facilities within the Service Easement Area. The City shall be an intended third party beneficiary entitled to enforce the provisions of this Section 5.01 (including, but not limited to, the obligations of Licensee hereunder).

Section 5.02 **Acknowledgment of City Rights and Waiver of Claims**. Licensee hereby acknowledges the existence of the City's right, as set forth in Section 4.03 of the MUEI, to convert the MUEs (as such term is defined in the MUEI) to public utility easements. Licensee hereby waives all losses, claims, damages, liabilities or actions against the City in connection with or arising from any exercise by the City of its rights under Section 4.03 of the MUEI. The City shall be an intended third party beneficiary entitled to enforce the provisions of this Section 5.02 (including, but not limited to, the obligations of Licensee hereunder).

Section 5.03 **Agreement to be Bound by Peoria City Code**. Licensee hereby agrees and warrants that any construction, maintenance, or other actions by the Licensee in the MUEs will be done and repaired as if the MUEs were held in fee by the City with no reserved rights held by the Access Entity or the Master Developer. The City shall be an intended third party beneficiary entitled to enforce the provisions of this Section 5.03 (including, but not limited to, the obligations of Licensee hereunder).

ARTICLE VI - NOTICES

Section 6.01 **Form and Delivery**. Any and all notices, demands or other communications required or desired to be given hereunder by either party shall be in writing. A notice will be validly given or made to another party if (i) if served personally, (ii) deposited in the United State mail, certified or registered, postage prepaid, (iii) transmitted by telegraph, telecopy or other electronic written transmission device, or (iv) if sent by overnight courier service

Section 6.02 **Receipt of Notice**. If any notice, demand or other communication is served personally (methods (i) and (iv) of Section 6.01, above), service will be conclusively deemed made at the time of such personal service. If such notice, demand or other communication is given by mail (method (ii) of Section 6.01, above), service will be conclusively deemed given three (3) business days after the deposit thereof in the United State mail. If such notice, demand or other communication is given by electronic transmission (method (iii) of Section 6.01 above), service will be conclusively deemed made at the time of confirmation of delivery.

Section 6.03 **Delivery Information**. The information for notice to the Licensor and Licensee is set forth above (at the beginning of this Agreement and introductory paragraph, respectively).

Section 6.04 **Change of Address**. Any party may change its address to another address (or facsimile number to another facsimile number), to another address within the continental United States, by giving notice in the aforementioned manner to the other parties.

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IN WITNESS WHEREOF, the Parties have executed this License as of the date first above written.

LICENSOR

VISTANCIA COMMUNICATIONS, L.L.C., an Arizona limited liability company

By: Vistancia, LLC, a Delaware limited liability company, its Manager

By: Shea Homes Southwest, Inc., an Arizona corporation, its Member

By: _____
Its: _____

By: Sunbelt Pleasant Point Investors, L.L.C., an Arizona limited liability company, its Member

By: Sunbelt PP, LLLP, an Arizona limited liability limited partnership, its Manager

By: Sunbelt Holdings Management, Inc., an Arizona corporation, its General Partner

By: Curtis Ehmert
Curtis E. Smith, its Chief Operating Officer

LICENSEE

COXCOM, INC., a Delaware corporation d/b/a/ COX COMMUNICATIONS PHOENIX

By: _____
Its: VP of Business Operations

Schedules:		
	1.01	Other Easements or Licenses
	3.01	License Fees

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STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 23 day of December, 2003, by Howard Tigerman, the VP of Business Operations of COXCOM, INC., a Delaware corporation d/b/a/ COX COMMUNICATIONS PHOENIX, on behalf thereof.

Rhona M. Vilardi
Notary Public

My Commission Expires:

OFFICIAL SEAL
RHONA M. VILARDI
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Jun. 9, 2006

STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by Curtis E. Smith, the Chief Operating Officer of Sunbelt Holdings Management, Inc., an Arizona corporation, the General Partner in Sunbelt PP, LLLP, an Arizona limited liability limited partnership, the Manager of Sunbelt Pleasant Point Investors, L.L.C., an Arizona limited liability company, a Member in Vistancia, LLC, a Delaware limited liability company, the Manager of Vistancia Communications, L.L.C., an Arizona limited liability company, on behalf thereof.

_____
Notary Public

My Commission Expires:

STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by _____, the _____ of Shea Homes Southwest, Inc., an Arizona corporation, a Member in Vistancia, LLC, a Delaware limited liability company, the Manager of Vistancia Communications, L.L.C., an Arizona limited liability company, on behalf thereof.

_____
Notary Public

My Commission Expires:

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IN WITNESS WHEREOF, the Parties have executed this License as of the date first above written.

LICENSOR

VISTANCIA COMMUNICATIONS, L.L.C., an Arizona limited liability company

By: Vistancia, LLC, a Delaware limited liability company, its Manager

By: Shea Homes Southwest, Inc., an Arizona corporation, its Member

By: _____
Its: Asst Sec.

By: Sunbelt Pleasant Point Investors, L.L.C., an Arizona limited liability company, its Member

By: Sunbelt PP, LLLP, an Arizona limited liability limited partnership, its Manager

By: Sunbelt Holdings Management, Inc., an Arizona corporation, its General Partner

By: _____
Curtis E. Smith, its Chief Operating Officer

LICENSEE

COXCOM, INC., a Delaware corporation d/b/a/ COX COMMUNICATIONS PHOENIX

By: _____
Its: _____

Schedules:		
	1.01	Other Easements or Licenses
	3.01	License Fees

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STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by _____, the _____ of COXCOM, INC., a Delaware corporation d/b/a/ COX COMMUNICATIONS PHOENIX, on behalf thereof.

_____
Notary Public

My Commission Expires:

STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 15th day of December, 2003, by Curtis E. Smith, the Chief Operating Officer of Sunbelt Holdings Management, Inc., an Arizona corporation, the General Partner in Sunbelt PP, LLLP, an Arizona limited liability limited partnership, the Manager of Sunbelt Pleasant Point Investors, L.L.C., an Arizona limited liability company, a Member in Vistancia, LLC, a Delaware limited liability company, the Manager of Vistancia Communications, L.L.C., an Arizona limited liability company, on behalf thereof.

Julie M. King
Notary Public

My Commission Expires: 3/14/2005

OFFICIAL SEAL
JULIE M. KING
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires March 14, 2005

STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 15th day of December, 2003, by Jeffrey S. McQueen, the Assistant Secretary of Shea Homes Southwest, Inc., an Arizona corporation, a Member in Vistancia, LLC, a Delaware limited liability company, the Manager of Vistancia Communications, L.L.C., an Arizona limited liability company, on behalf thereof.

Julie M. King
Notary Public

My Commission Expires: 3/14/2005

OFFICIAL SEAL
JULIE M. KING
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires March 14, 2005

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LENDER CONSENT

The undersigned is the holder of all right, title and interest of the Beneficiary under that certain Construction Deed of Trust, Security Agreement and Fixture Filing with Assignment of Leases, Rents, Proceeds and Agreements dated December 23, 2002 and recorded on December 23, 2002, in Instrument No. 2002-1387293, Official Records of Maricopa County, Arizona (the "Deed of Trust"). Subject to the continuing and prior lien of the Deed of Trust and the rights and interests of the undersigned in the Loan Documents (as defined in the Deed of Trust), including without limitation, that certain Assignment of Construction Agreements and Development Items dated December 23, 2002 made by Vistancia, LLC, a Delaware limited liability company (formerly known as Shea Sunbelt Pleasant Point, LLC, a Delaware limited liability company), for the benefit of the undersigned, the undersigned hereby consents to the foregoing Non-Exclusive License Agreement (the "License"); provided, however, that subject to the terms and conditions of that certain Assignment of Common Services Easements and Restrictions dated June 27, 2003 made by Vistancia Communications, L.L.C., an Arizona limited liability company, for the benefit of the undersigned, the undersigned agrees that the License shall continue in full force and effect, even in the event of foreclosure or trustee's sale pursuant to such Deed of Trust or any other acquisition of title by the undersigned, its successors, or assigns, of all or any portion of the real property covered by such Deed of Trust.

RESIDENTIAL FUNDING CORPORATION, a Delaware corporation

By: Robert J Plawchak

Its: DIRECTOR

STATE OF California

County of Los Angeles) ss.

On this 5th day of December, 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert J Plawchak, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument, acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the within instrument.

WITNESS my hand and official seal.

SONIA E. GARCIA
Commission # 1410606
Notary Public - California
Los Angeles County
My Comm. Expires May 9, 2007

Sonia E. Garcia

Notary Public

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APPENDIX A

Definitions and Interpretations

ARTICLE I - DEFINITIONS

Section 1.01 **Advanced Telecommunications Capability**. The term or phrase "Advanced Telecommunications Capability" shall mean and refer to high speed, broadband telecommunications capability that enables users to originate and receive high quality voice, data, graphics and video communications/programming services over lines or wireless channels, including, without limitation, Internet Bandwidth Access Services based upon industry average concentration levels.

Section 1.02 **Affiliate**. The term "Affiliate" shall mean and refer to with respect to any Person (i) any Person directly or indirectly controlling, controlled by or under common control with such Person; (ii) any Person owning, or controlling five percent (5%) or more of the voting securities or voting control of such Person; or, (iii) any Person who is an officer, director, manager, member, general partner, trustee or holder of five percent (5%) or more of the voting securities or voting control of any Person described in clauses (i) or (ii).

Section 1.03 **Association**. The term "Association" shall mean and refer to each Village Association as defined in and formed pursuant to the Master Declaration and the applicable Village Declaration therefor.

Section 1.04 **Cable Television Services**. The term or phrase "Cable Television Services" shall mean and refer to the transmission to users of video programming or other programming services provided through any Facilities related to such services, together with such user interaction, if any, which is required for the selection or use of the video programming or other programming services.

Section 1.05 **Combined Easement**. The term or phrase "Combined Easement" shall mean and refer to the In Gross Easement and the Service Easement, collectively.

Section 1.06 **Combined Easement Area**. The term or phrase "Combined Easement Area" shall mean and refer to the In Gross Easement Area and the Service Easement Area, collectively.

Section 1.07 **Communication Service Provider**. The term or phrase "Communication Service Provider" shall mean and refer to any third party provider of one or more Communication Services, which may include a combination of Persons, such that one (1) or more of the Communication Services are available within the Development.

Section 1.08 **Communication Services**. The term or phrase "Communication Services" shall mean and refer to any one or more of the following: Cable Television Services, Community Technology Services, E-commerce Transaction Services, Internet Bandwidth Access Services, Community Intranet Services, Telephone Services (local), Telephone Services (long distance), Video On Demand Services, Security Monitoring Services, any other cable or telephone services, any other communication services or utilities, together with the Facilities related to such services; provided, however, that the term or phrase "Communication Services" shall not include Excluded Devices.

Section 1.09 **Common Services Easements and Restrictions**. The term or phrase "Common Services Easements and Restrictions" shall mean and refer to the Common Services Easements and Restrictions to which this Appendix A is attached, as amended or supplemented from time to time.

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Section 1.10 **Community Intranet Services**. The term or phrase "Community Intranet Services" shall mean and refer to the private communications network within the Development that uses substantially the same or similar software that is utilized on the public Internet, but that is primarily for use within the Development.

Section 1.11 **Community Technology Services**. The term or phrase "Community Technology Services" shall mean and refer to the construction, sale, installation, leasing, licensing, modification, supplementation, maintenance, repair, reconstruction or removal of any device (including, without limitation, any hardware or software device) principally used by individual users for Communication Services.

Section 1.12 **Declarations**. The term "Declarations" shall mean and refer to the Master Declaration, each Village Declaration, and each other declaration of covenants, conditions, easements and restrictions for the Development or any portion thereof as, or to be, recorded in the office of the Maricopa County Recorder in accordance with the Master Declaration and the applicable Village Declaration and which burden the Development or any portion thereof, as each of the foregoing are amended from time to time. Each Declaration shall be subject and subordinate to the Common Services Easements and Restrictions, and in the event of any conflict or inconsistency between the provisions of any Declaration and the Common Services Easements and Restrictions, the provisions of the Common Services Easements and Restrictions shall prevail.

Section 1.13 **Development**. The term "Development" shall mean and refer to the entire parcel of real property the legal description of which is attached hereto as Exhibit A, together with such additional real property as is hereafter annexed thereto in accordance with the provisions of this Section 1.13. To the extent development of additional real property is or may be contemplated by any or all of the Declarations, then (i) the term "Development" shall be liberally construed to include such real property when and as identified from time to time pursuant to a Supplement to Common Services Easements and Restrictions recorded as hereinafter provided, and (ii) such additional real property may from time to time be annexed to the real property described in Exhibit A and made part of the "Development" without the approval, assent or vote of any Owner, Vistancia Maintenance Corporation, any Association, or any other Person being required (except as provided in this Section 1.13), by the execution and recording in the Office of the Maricopa Recorder of a Supplement to Common Services Easements and Restrictions (the "Supplement to Common Services Easements and Restrictions") signed by Grantor (if Grantor owns the real property being annexed) and Grantee (with the terms "Grantor" and "Grantee" having the meanings provided in the Common Services Easements and Restrictions), and describing the real property to be annexed to Exhibit A (which real property shall be designated in an "Exhibit A-Supplement" included in such Supplement to Common Services Easements and Restrictions). The recording of said Supplement to Common Services Easements and Restrictions shall constitute and effectuate the annexation of the real property described such Exhibit A-Supplement to the "Development" property, making said real property subject to the Common Services Easements and Restrictions, this Appendix A, and any agreement which incorporates this Appendix A, as if said real property originally had been included in Exhibit A at the time of the initial recordation of the Common Services Easements and Restrictions. Notwithstanding anything to the contrary, if at the time of the recordation of any such Supplement to Common Services Easements and Restrictions, the real property described in such Exhibit A-Supplement is owned by a Person other than Grantee, then that Person must join with Grantee in the execution of such Supplement to Common Services Easements and Restrictions.

Section 1.14 **E-commerce Transaction Services**. The term or phrase "E-commerce Transaction Services" shall mean and refer to transactions conducted over the Internet or through Internet access, comprising the sale, lease, license, offer or delivery of property, goods, services or information, whether or not for consideration; provided, however, the term or phrase "E-commerce Transactions Services" shall not include Internet Bandwidth Access Services.

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Section 1.15 **Excluded Devices**. The term or phrase "Excluded Devices" shall mean and refer to any Community Intranet Services device, Security Monitoring Services device, or any other Communication Services device, which satisfies **both** of the following described characteristics:

(a) The device is nonpermanent. By way of example and not limitation, any device which is affixed to real estate is a permanent device. A nonpermanent device must not, at any time, be affixed to real estate within the Combined Easement Area either by, for example and not limitation, submersion into the ground, screws, bolts, glue or wiring.

(b) Use of the device must occur primarily outside of the In Gross Easement Area, with use within the In Gross Easement Area being incidental or sporadic.

For example, mobile cellular telephones, pagers, car alarms and portable computer peripherals, which are used primarily outside of the In Gross Easement Area, will generally constitute Excluded Devices. A satellite dish or other means of receiving the transfer of wireless technology used primarily in the In Gross Easement Area will be an Excluded Device only to the extent required by law to be permitted (*E.g.* Section 207 of the Telecommunications Act of 1996 and 47 C.F.R. 1.4000) or to the extent authorized by the Declarations. Wireless signals, of any nature, which are not received by any Owners, or on behalf of any Owners or at the request of any Owner(s), within the In Gross Easement Area, shall constitute Excluded Devices.

Section 1.16 **Facility or Facilities**. The term or terms "Facility" or "Facilities" shall mean and refer to the construction, installation, modification, alteration, supplementation, repair, reconstruction or replacement of any and all necessary or desirable hardware or equipment of any type used to provide or otherwise make available any Communication Services including, without limitation, cable, wire, fiber, main, pipe, boxes, conduit, manholes, transformers, pumps, amplifiers, dishes, antennae, microwave, satellite, pedestal, equipment enclosures, poles, wireless communication technology, or any other hardware or equipment of any type necessary or desirable to transfer or provide any Communication Services, including, without limitation, communication, video, data, e-commerce, Internet, community intranet, security systems, communication utility services, information systems, cable television, as well as any other Communication Services or uses for which such hardware or equipment may be used.

Section 1.17 **In Gross Easement**. The term or phrase "In Gross Easement" shall mean the In Gross Easement created for the exclusive use of the Grantor (as that term is defined in the Common Services Easements and Restrictions) pursuant to Section 2.01 of the Common Services Easements and Restrictions.

Section 1.18 **In Gross Easement Area**. The term or phrase "In Gross Easement Area" shall mean and refer to that certain area of real property the legal description of which is attached hereto as Exhibit B, together with such additional real property as is hereafter annexed thereto in accordance with the provisions of this Section 1.18. If any Supplement to Common Services Easements and Restrictions is recorded pursuant to Section 1.13 which designates additional real property to be annexed to the Development pursuant to an Exhibit A-Supplement, then such Supplement to Common Services Easements and Restrictions shall also designate the real property (if any) included in such Exhibit A-Supplement that is to be made part of the "In Gross Easement Area" hereunder (which real property shall be designated in an "Exhibit B-Supplement" included in such Supplement to Common Services Easements and Restrictions). Upon recordation of such Supplement to Common Services Easements and Restrictions and Exhibit B-Supplement, the term "In Gross Easement Area" shall be liberally construed to include the real property identified in such Exhibit B-Supplement, and the real property identified in such Exhibit B-Supplement shall be part of the "In Gross Easement Area" without the approval, assent or vote of any Owner, Vistancia Maintenance Corporation, any Association, or any other Person being required (except for those approvals required for the recordation of a Supplement to Common Services Easements and Restrictions as provided in Section 1.13). The recording of said Supplement to Common Services Easements and Restrictions

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shall constitute and effectuate the annexation of the real property described such Exhibit B-Supplement to the "In Gross Easement Area", making said real property subject to the Common Services Easements and Restrictions, this Appendix A, and any agreement which incorporates this Appendix A as if said real property originally had been included in Exhibit B at the time of the initial recordation of the Common Services Easements and Restrictions.

Section 1.19 **Internet Bandwidth Access Services**. The term or phrase "Internet Bandwidth Access Services" shall mean and refer to any service that enables users to access content, information, electronic mail or other services offered over the internet, and may also include access to proprietary content, information and other services as part of a package of services offered to users and any Facilities related to such service; provided, however, that the term or phrase "Internet Bandwidth Access Services" shall not include E-commerce Transaction Services, Telephone Services (local) or Telephone Services (long distance).

Section 1.20 **Mandatory Communication Service Provider**. The term or phrase "Mandatory Communication Service Provider" shall mean and refer to a Communication Service Provider that provides one (1) or more of the Mandatory Communication Services. The initial Mandatory Communication Service Providers are listed on Exhibit C attached hereto, and are subject to change in accordance with Section 2.08 and Section 2.09 of the Common Services Easements and Restrictions.

Section 1.21 **Mandatory Communication Services**. The term or phrase "Mandatory Communication Services" shall mean and refer to the Communication Services set forth on Exhibit C attached hereto.

Section 1.22 **Non-Affiliate**. The term or phrase "Non-Affiliate" shall mean and refer to any Person who does not qualify as an Affiliate.

Section 1.23 **Master Declaration**. The term or phrase "Master Declaration" shall mean and refer to that certain Declaration of Covenants, Conditions and Restrictions for Vistancia to be recorded in the office of the Maricopa County Recorder, as amended from time to time, which will, among other things, provide for the organization of Vistancia Maintenance Corporation. The Master Declaration shall be subject and subordinate to the Common Services Easements and Restrictions, and in the event of any conflict or inconsistency between the provisions of the Master Declaration and the Common Services Easements and Restrictions, the provisions of the Common Services Easements and Restrictions shall prevail.

Section 1.24 **Owner**. The term "Owner" shall mean the record owner, whether one or more Persons, of beneficial or equitable title (and legal title if the same has merged with the beneficial or equitable title) to the fee simple interest in a platted lot, a development parcel or any other land within the Development, or their lessees, tenants or any other successors in interest.

Section 1.25 **Owner Access Area**. The term or phrase "Owner Access Area" shall mean and refer to the area reasonably necessary for Communication Service Providers to establish Communication Services to an Owner's residential structure, building or other structure situated upon the Owner Improvement Area, which area shall commence at the Platted Easement Area and proceed as directly as reasonably practicable to the individual residential structure (or building or other structure, as applicable) and upon and within the residential structure (or building or other structure, as applicable) as contemplated by the design for the initial construction thereof, as thereafter modified from time to time.

Section 1.26 **Owner Improvement Area**. The term or phrase "Owner Improvement Area" shall mean and refer to that area within the In Gross Easement Area which is not common area (however denominated) under any of the Declarations, duly deeded and titled to the Owner, or his or her successor in interest, upon which the Owner shall be entitled to construct or otherwise erect such temporary or permanent barriers or other temporary

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or permanent obstructions or structures as the Owner shall desire, so long as such barriers or other obstructions or structures are in conformity with the Declarations and applicable law; and, further, so long as such barriers or obstructions or structures shall not be situated upon or within the Service Easement Area.

Section 1.27 **Party**. The term "Party" or "Parties" shall mean and refer to the Persons referenced in the introductory paragraph of any agreement which incorporates this Appendix A, as well as any other Person made a Party to any such agreement either at the time of execution thereof or subsequent thereto.

Section 1.28 **Person**. The term "Person" shall mean and refer to any individual, corporation, company, business trust, association, partnership, limited liability company, joint venture, governmental authority, or any other individual or entity, including subsidiaries, Affiliates, and controlled entities.

Section 1.29 **Plats**. The term "Plats" shall mean and refer collectively to all of the recorded subdivision plats and maps of dedication that subdivide the Development and/or dedicate or create streets, roadways or areas to be dedicated to public or private use, as each may be amended from time to time.

Section 1.30 **Platted Easement Area**. The term or phrase "Platted Easement Area" shall mean and refer to all of the easement areas designated as "Multi-Use Easement" or "M.U.E." on the Plats.

Section 1.31 **Reserved Rights**. The term or phrase "Reserved Rights" shall mean and refer to the rights set forth in Section 2.05 and Section 2.06 of the Common Services Easements and Restrictions.

Section 1.32 **Security Monitoring Services**. The term or phrase "Security Monitoring Services" shall mean and refer to the provision of systems, hardware, devices and wiring within the residences, commercial structures (if any) and the Development which enable the monitoring for security purposes of such residences, commercial structures (if any) and Development; provided, however, that the term or phrase "Security Monitoring Services" expressly contemplates that a Communication Service Provider may enter into a third party contract (*e.g.*, a monitoring contract) with a security monitoring company.

Section 1.33 **Service Easement**. The term or phrase "Service Easement" shall mean the Service Easement created for the exclusive use of the Grantor (as that term is defined in the Common Services Easements and Restrictions) pursuant to Section 2.02 of the Common Services Easements and Restrictions.

Section 1.34 **Service Easement Area**. The term or phrase "Service Easement Area" shall mean and refer to each and all of the following areas, individually and collectively, as the context requires or as is permitted by law, *to wit*:

(a) All of the Platted Easement Area.

(b) All of the Owner Access Area.

(c) Each street or roadway created by a Plat that is private (as opposed to public) in nature and is owned (or is to be owned, pursuant to the terms of such Plat) by Vistancia Maintenance Corporation, any Association, or any other homeowners' or property owners' association established pursuant to a Declaration.

(d) Those portions of the tracts and other areas constituting common areas (however denominated) under any of the Declarations (other than the private streets and private roadways described in subsection (c) above, which shall be governed by that subsection rather than this subsection (d)), to the extent reasonably necessary for the establishment of Communication Services and Facilities to serve the Owners.

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Section 1.35 **Telephone Services (local)**. The term or phrase "Telephone Services (local)" shall mean and refer to service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or comparable service provided through a system of switches, transmission equipment or any other Facilities (or any combination thereof) by which a user can originate and terminate a telecommunications service.

Section 1.36 **Telephone Services (long distance)**. The term or phrase "Telephone Services (long distance)" shall mean and refer to telephone service between stations in different exchange areas for which there is made a separate charge not included in contracts with users for exchange service and any Facilities related to such services.

Section 1.37 **Utility Services**. The term or phrase "Utility Services" shall mean and refer to any sewer, water, gas, electric, any other utility or common functional services provided to the residences and commercial structures (if any) within the Development together with any Facilities related to such services; provided, however, that the term or phrase "Utility Services" shall not mean or refer to or include any "Communication Services."

Section 1.38 **Village Declaration**. The term or phrase "Village Declaration" shall mean and refer to each Village Declaration as defined in and recorded pursuant to the Master Declaration, each as amended from time to time. Each Village Declaration shall be subject and subordinate to the Common Services Easements and Restrictions, and in the event of any conflict or inconsistency between the provisions of any Village Declaration and the Common Services Easements and Restrictions, the provisions of the Common Services Easements and Restrictions shall prevail.

Section 1.39 **Visible From Neighboring Property**. The term or phrase "Visible from Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a natural person six feet tall, standing at ground level on any part of the In Gross Easement Area.

Section 1.40 **Vistancia Maintenance Corporation**. The term or phrase "Vistancia Maintenance Corporation" shall mean and refer to the Arizona non-profit corporation to be organized pursuant to the Master Declaration, its successors and assigns.

ARTICLE II - MISCELLANEOUS AND CONSTRUCTION

Section 2.01 **Complete Agreement**. Any agreement which incorporates this Appendix A, together with the schedules, appendices and exhibits thereto, and all other agreements, certificates, documents, schedules, appendices, exhibits and other writings executed at or in connection with the signing of such agreement (collectively, the "Definitive Documents"), constitute the complete and exclusive statement of agreement among the Parties with respect to the covered subject matter. The Definitive Documents replace and supercede all prior agreements by and among the Parties. The Definitive Documents supercede all prior written and oral statements and no other representation, statement, condition or warranty not contained in the Definitive Documents will be binding upon the Parties, or have any force or effect whatsoever. Any prior agreements, promises, negotiations, or representations concerning the subject matter of the Definitive Documents which are not expressly set forth herein or therein are of no force or effect.

Section 2.02 **Amendment, Termination or Alteration**. Any agreement which incorporates this Appendix A may be altered, terminated or amended in whole or in part, at any time. Any such amendment, termination or alteration must take the form of a written instrument setting forth the amendments, terminations or alterations, which written instrument must be signed by all Parties to the agreement being amended, terminated or altered.

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This Appendix A may at any time be altered, terminated or amended in whole or in part, as it relates to any agreement which incorporates this Appendix A. Any such amendment, termination or alteration with respect to this Appendix A (i) must take the form of a written instrument setting forth the amendments, terminations or alterations, which written instrument must be signed by all Parties to the applicable agreement which incorporates this Appendix A, and (ii) any such amendment, termination or alteration with respect to this Appendix A shall not affect or have any impact upon this Appendix A as it relates to any other agreement incorporating this Appendix A (unless and until this Appendix A is amended, terminated or altered by a written instrument executed by all Parties to such other agreement).

Section 2.03 **Severability**. If any covenant, agreement, term or provision of any agreement which incorporates this Appendix A is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term thereof, such covenant, agreement, term or provision shall be fully severable. The agreement shall be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable covenant, agreement, term or provision had never comprised a part thereof and, the remainder shall remain in full force and effect and shall not be affected by such illegal, invalid, unreasonable, or enforceable covenant, agreement, term or provision or by its severance therefrom. Furthermore, in lieu of the illegal, invalid, unreasonable, or unenforceable covenant, agreement, term or provision, there shall be added automatically a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable covenant, agreement, term or provision as may be possible and be legal, valid, reasonable, and enforceable.

Section 2.04 **Waiver**. No delay or failure by any Party in exercising any rights under any agreement which incorporates this Appendix A, and no partial or simple exercise of such rights, shall constitute a waiver of that or any other right.

Section 2.05 **Governing Law**. (i) Except as provided in Section 2.05(ii) below, any agreement which incorporates this Appendix A, including, without limitation, any controversy or claim arising out of or relating to the agreement which incorporates this Appendix A, or its breach, the construction of its terms, or the interpretation of the rights and duties of the Parties thereto, shall be construed and governed exclusively according to the internal laws of the State of Arizona, without regard to that jurisdiction's law regarding conflicts of law. Except as provided in Section 2.05(ii) below, any agreement which incorporates this Appendix A shall be subject to the exclusive jurisdiction of Arizona state courts located in Maricopa County, State of Arizona and of the federal courts with jurisdiction over Maricopa County, State of Arizona, regardless of the residence or situs of the Parties, to which jurisdiction of the court the Parties expressly submit, and waive objection thereto. Except as provided in Section 2.05(ii) below, any agreement which incorporates this Appendix A shall be subject to, and litigated in, the exclusive and preferred venue of Arizona state courts located in Maricopa County, State of Arizona or of the federal courts with jurisdiction over Maricopa County, State of Arizona. (ii) To the extent any state or federal law or regulation prohibits or restricts the provisions set forth in Section 2.05(i) above; then, the State of Arizona will be automatically replaced with the state wherein any real estate which is subject to any agreement which incorporates this Appendix A is situated, and Maricopa County will be automatically replaced with the county wherein any real estate which is subject to any agreement which incorporates this Appendix A is situated.

Section 2.06 **Headings: Interpretation**. All headings are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision hereof. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and *vice versa*, as the context requires. The term "including" shall mean "including, without limitation" or its equivalent whenever used herein and shall not limit the generality of any description preceding such term. The introductory paragraph and recitals set forth at the commencement of any agreement which incorporates this Appendix A shall form a part thereof. Reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by the agreement which incorporates this Appendix A. Reference to any agreement, document or instrument means such agreement, document or instrument, as amended, supplemented

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or modified and in effect from time to time in accordance with the terms thereof. Reference in any agreement which incorporates this Appendix A to any article, section, appendix, schedule or exhibit means such article or section thereof or appendix or schedule or exhibit thereto. The term "or" is not exclusive. Terms such as "hereunder," "hereof," "hereto" and words of similar import shall be deemed references to the agreement which incorporates this Appendix A, together with all incorporated reference in such agreement and this Appendix A as a whole, and not to any particular, article, section, paragraph or other provision of any specific document.

Section 2.07 **Multiple Counterparts**. Any agreement which incorporates this Appendix A may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In making proof with respect thereto, it shall be necessary to produce only one copy thereof signed by the Party to be charged.

Section 2.08 **Additional Documents and Acts**. The Parties each agree to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of any agreement which incorporates this Appendix A.

Section 2.09 **Further Assurances**. At any time, and from time to time, each Party shall execute such additional instruments and take such additional actions as may be reasonably requested by the other Party to confirm or otherwise carry out the intent and purpose of any agreement which incorporates this Appendix A.

Section 2.10 **Enforceability Certificate**. Each of the Parties to any agreement which incorporates this Appendix A shall, without charge, at any time and from time to time, within seven (7) days following a written request by the other party, deliver a written instrument to the requesting party or to any other Person specified by such requesting party, duly executed, certifying: (i) that the agreement which incorporates this Appendix A is unmodified, or that the agreement has been modified and setting forth the specific modification; (ii) that the term of the agreement is continuing, or the exact date [day, month and year] that the term expired; and, (iii) any other matters relating to compliance with the agreement.

Section 2.11 **Drafter of the Agreement**. For purposes of construing any agreement which incorporates this Appendix A, the Parties agree that each (and, as applicable, its counsel) has reviewed and revised the agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the agreement which incorporates this Appendix A, or of this Appendix A, or any amendments, schedules or exhibits thereto or hereto.

Section 2.12 **Successors**. Any agreement which incorporates this Appendix A shall be binding upon and inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

Section 2.13 **Time**. Time shall be of the essence with regard to any agreement which incorporates this Appendix A.

Section 2.14 **Time Periods**. All references to "days" in any agreement which incorporates this Appendix A shall mean and refer to calendar days. In the event the date for performance of any obligation under any agreement which incorporates this Appendix A shall fall on a Saturday, Sunday or day when the Maricopa County Superior Court, State of Arizona, is closed, then that obligation shall be performed on the next following regular business day.

Section 2.15 **Obligation of Good Faith**. The Parties shall, in the performance of all obligations under any agreement which incorporates this Appendix A, be obligated to act in good faith with one another in the performance thereof and hereunder.

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Section 2.16 **Not a Partnership**. Nothing herein contained or contained in any agreement which incorporates this Appendix A shall be construed to create a partnership or joint venture as between the Parties.

Section 2.17 **Exhibits, Appendices and Schedules**. All exhibits, appendices and schedules referred to herein are intended to be, and are hereby, made specifically a part hereof and incorporated herein.

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SCHEDULE 1.01

Other Easements or Licenses

Assignment of Common Services Easements and Restrictions executed by Vistancia Communications, L.L.C., an Arizona limited liability company and Residential Funding Corporation, a Delaware corporation, dated June 27, 2003.

Multi-Use Easements and Indemnity executed by Vistancia Communications, L.L.C., an Arizona limited liability company, Shea Sunbelt Pleasant Point, LLC, a Delaware limited liability company, and the City of Peoria, Arizona, an Arizona chartered municipal corporation, recorded on July 23, 2003, in Instrument No. 2003-0975499, official records of Maricopa County, Arizona and Partial Termination, Abandonment and Extinguishment of Easement recorded on December 24, 2003, in Instrument No. 2003-1728051, official records of Maricopa County, Arizona.

Non-Exclusive License Agreement executed by Vistancia Communications, L.L.C., an Arizona limited liability company and Coxcom, Inc, a Delaware corporation d/b/a Cox Communications, dated of even date herewith and recorded concurrently herewith in the official records of Maricopa County, Arizona (relating to that certain Co-Marketing Agreement dated April 8, 2003, as more particularly described therein).

Amended and Restated Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Vistancia Village A, recorded on July 31, 2003, in Instrument No. 2003-1025411, official records of Maricopa County, Arizona.

Declaration of Covenants, Conditions, and Restrictions for Vistancia, recorded on July 9, 2003, in Instrument No. 2003-0898772, official records of Maricopa County, Arizona.

Map of Dedication Vistancia - Phase 1A, recorded in Book 647 of Maps, page 31, official records of Maricopa County, Arizona.

Final Plat for Desert Sky at Trilogy at Vistancia Parcel C21, recorded in Book 647 of Maps, page 30, official records of Maricopa County, Arizona.

Final Plat for Sunset Ridge at Trilogy at Vistancia Parcels C15, C16, C17, C18 and C19, recorded in Book 655 of Maps, page 35, official records of Maricopa County, Arizona.

Final Plat for Vistancia Village A Parcel A30, recorded in Book 647 of Maps, page 41, official records of Maricopa County, Arizona and Certificate of Correction recorded October 10, 2003 as 2003-1423458 of official records of Maricopa County, Arizona and Certificate of Correction recorded December 9, 2003, as 2003-1668089 of official records of Maricopa County, Arizona.

Final Plat for Vistancia Village A Parcel A10A, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 655 of Maps, Page 33.

Final Plat for Vistancia Village A Parcel A12, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 655 of Maps, Page 32.

Final Plat for Vistancia Village A Parcel A13, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 655 of Maps, Page 31.

Final Plat for Vistancia Village A Parcel A14, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 661 of Maps, Page 25 Arizona and Certificate of Correction recorded January 2, 2004 as 2004-0000466 of official records of Maricopa County, Arizona.

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Final Plat for Vistancia Village A Parcel A19, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 656 of Maps, Page 39.

Final Plat for Vistancia Village A Parcel A20, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 656 of Maps, Page 3.

Final Plat for Vistancia Village A Parcel A32, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 655 of Maps, Page 34.

Final Plat for Vistancia Village A Parcel A33, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 655 of Maps, Page 29.

Final Plat for Vistancia Village A Parcel A36, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 655 of Maps, Page 30.

Final Plat for Vistancia Village A Parcel A37, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 662 of Maps, Page 26.

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SCHEDULE 3.01

License Fees

The License Fee shall be paid and calculated as follows:

Licensee shall pay Licensor the sum of Five Hundred Thousand and No/100 Dollars ($500,000.00) on or before ten (10) days after the date on which the first SFR or MFU within the Village A portion of the Development is connected to any Communication Service provided by Licensee.

Licensee shall pay Licensor the sum of Five Hundred Thousand and No/100 Dollars ($500,000.00) on or before ten (10) days after the date on which the first SFR or MFU within the Trilogy portion of the Development is connected to any Communication Service provided by Licensee.

Licensee shall pay Licensor a percent of revenue, according to the following scale, received by Licensee as hereinafter provided. The revenue will be paid on the incremental sales above 75% penetration. The penetration rate shall be calculated by dividing active customers by total homes (i.e., total SFRs and MFUs) passed. Penetration shall be calculated monthly and paid quarterly 90 days after the close of the quarter. This scale applies to Cable Television Service, Local Telephone Service (excluding long distance), and Internet Access Service. It is exclusive of fees assessed for pay-per-view movies, long distance, installation fees, equipment fees whether purchased or rented, television guides, taxes, assessments, and license fees.

Penetration	Payout
75%-79%	15%
80%-85%	16%
86%-90%	17%
90%-95%	18%
96%-100%	20%

The License Fee shall be paid individually per product achieving 75% penetration. Each product must stand on its own merit in order to qualify for payment of the License Fee.

All payments of the License Fees hereunder shall be payable to Licensor without demand at the address set forth in this License, or to such other address as Licensor may designate. Payments of License Fees shall be made during the Term of this License on a quarterly basis, within ninety (90) days from the end of the prior quarter. If Licensee fails to make payments as required herein, Licensor shall be entitled to interest at the rate of 1% per month until paid.

Within one year following Licensor's receipt of any payment of License Fees, Licensor shall have right to audit the books and records of Licensee regarding the value of consumer subscription to Communication Services for the period covered by such payment of License Fees to verify the amount of License Fees due. All audits shall be conducted during normal business hours and upon reasonable prior written notice to the party being audited. All audits shall be conducted at the office in Arizona where the party being audited maintains the records to be audited. No records shall be removed from such offices by the auditor. Unless required by law or court order or as evidence in any dispute resolution proceedings, the auditing party shall not disclose any non-public information obtained in course of the audit. If as a result of an audit it is determined that any amount owing has been underpaid by more than 5%, the audited party shall reimburse the auditing party for the reasonable cost of the audit.

Any defined (capitalized) term used but not otherwise defined in this Schedule 3.01 shall have the meaning attributed to

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such term in the CMA.

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EXHIBIT A-8

Finding of Fact--Extended Area Service

In Decision 64843 (May 22, 2002), the Commission granted Accipiter's request that the Phoenix metropolitan calling area be expanded to include Accipiter's service area in order that Accipiter's customers would have extended area service ("EAS") with the Phoenix metropolitan calling area, and vice versa. Accipiter and Qwest Corporation have entered into an Extended Area Service Agreement (the "EAS Agreement"). Those future customers who will reside within the new Accipiter exchange (comprised of the Extension Area) should have the benefits of EAS. Accordingly, Accipiter should work with Qwest Corporation to modify the existing Extended Area Service Agreement ("EAS Agreement") to include the new Accipiter exchange.

Ordering Paragraph--Extended Area Service

IT IS FURTHER ORDERED that Accipiter shall work with Qwest to modify the EAS Agreement between the parties to include the new Accipiter exchange.

EXHIBIT A-9

Finding of Fact--ETC Status

Accipiter was designated as an Eligible Telecommunications Carrier ("ETC") for its service area in Decision 60549 (December 18, 1997). Accipiter has committed that it will also provide and advertise the ETC-supported services throughout the new Accipiter exchange. The new Accipiter exchange should be included in Accipiter's ETC-designated area.

Ordering Paragraph--ETC Status

IT IS FURTHER ORDERED that the new Accipiter exchange shall be included in Accipiter's ETC-designated area.